



Public Safety Committee Meeting

Commission Chamber- 7/8/2013- 12:45 PM

## **PUBLIC SAFETY**

1. Approve contract addendum with CivicPlus. ☐ Attachments
2. Motion to approve rotating the scheduled meeting time for all committees at two month intervals in accordance with proposed schedule presented by Commissioner Davis. (Approved by Administrative Services Committee June 10, 2013) (Referred from the June 18 Commission meeting) ☐ Attachments
3. Motion to approve the minutes of the Public Safety Committee held on June 10, 2013. ☐ Attachments
4. Approve Additional Software License Agreement for New World Gangs and Narcotics Software. ☐ Attachments
5. Motion to approve the Updated Downtown Safety Plan consisting of a wide variety of components that will be explained by Sheriff Roundtree. ☐ Attachments

[www.augustaga.gov](http://www.augustaga.gov)



**Public Safety Committee Meeting  
7/8/2013 12:45 PM  
CivicPlus Website Refresh**

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**Department:** Information Technology

**Caption:** Approve contract addendum with CivicPlus.

**Background:** Augusta contracted with Icon Enterprises (DBA CivicPlus) in 2008 in order to secure hosting and design services related to the City of Augusta web site at [www.augustaga.gov](http://www.augustaga.gov).

The current Augusta web site features over 1,000 individual pages related to city departments, facilities, and programs. The appearance of the site has changed cosmetically since the initial implementation with CivicPlus in 2009, but there has been no major redesign. It is a stated internal goal of IT to see that the site is redesigned and refreshed every 3-4 years.

As the means by which many citizens (and other parties around the world) get information about Augusta, the city's web site needs to be updated in order to reflect changes in technology that have made web pages more dynamic, more mobile-accessible, and more social media-friendly as well.

**Analysis:** CivicPlus has provided the opportunity to Augusta to perform a redesign of the web site at a reduced one-time rate due to the fact that we have been a loyal customer since 2008. The redesign effort includes a new look-and-feel for the site, a new top banner, enhancements to navigation and drop-down menus, updated graphic elements, content migration (to move all 1,000+ current pages to the new design), and access to a new feature (called Aurora) that permits Augusta personnel to make front-page changes on the fly. The contract proposal includes an increase in the annual maintenance. The intent of the increase is to fund the next redesign effort. In four years, Augusta will be entitled to another redesign, but there will be no charge at that time since it is tied in with annual maintenance. CivicPlus has over 1,400 government customers nationwide and many have gone through the redesign process. Contracting with CivicPlus to accomplish the redesign effort means that this endeavor can be accomplished with minimal City of Augusta staff time. In essence, Augusta advises them of our choices, CivicPlus implements the changes.

and the new site is prepared.

**Financial Impact:** The overall change in our annual maintenance with CivicPlus would be \$1,200. The one-time charge for the redesign is \$5,924.

**Alternatives:** None

**Recommendation:** Approve contract addendum with CivicPlus.

**Funds are Available  
in the Following  
Accounts:** The redesign will be paid for using IT Capital funds. The annual maintenance will come from IT's Operating Budget.

**REVIEWED AND APPROVED BY:**

**Procurement.  
Information Technology.  
Finance.  
Law.  
Administrator.  
Clerk of Commission**

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Date Initiated: \_\_\_\_\_

**CivicPlus License and Service Agreement for City of Augusta**

Organization:	City of Augusta		Web Address:	www.augustaga.gov	
Contact Name:	Mike Blanchard		E-mail Address:	Blanchard@augustaga.gov	
Street Address:	530 Greene Street Annex 101				
Address 2:					
City	Augusta	State:	GA	Zip Code:	30911
Phone:	706-821-2862	Ext:		Fax:	
Billing Contact:	Mike Blanchard				
Billing Address (if different)					
Billing Phone #:	706-821-2862	Fax:	Information required on invoices, e.g. P.O. # or Job #:		
Tax ID #:	Sales Tax Exempt #:				
Payment Terms:	Annual	Acct. Rep.	April Strano		

**Terms and Conditions:**

1. Annual invoicing for this contract will begin on original go-live date jointly established by the client and CivicPlus.
2. Annual invoicing may be prorated in order to correlate with the client's budget year.
3. Annual fees for CivicPlus services are invoiced prior to the year of service and are due by the first of the following month.
4. CivicPlus reserves the right to start invoicing within 6 months of contract signing. Non-activity by client within that timeframe may require re-negotiation.
5. Either party may terminate the agreement at the end of the contract term by providing the other party with 60 days prior notice.
6. In the event that neither party gives such notice prior to the end of the initial or any subsequent term, this agreement will automatically be renewed for an additional contract term.
7. Annual rates will automatically increase by 5%.
8. Upon completion of design, one-third of the total one-time fee will be invoiced. Upon completion of training, one-third of the total one-time fee will be invoiced. The remainder of the one-time fee and any additional services will be invoiced upon completion of Acceptance Period as defined later in this Agreement.
9. Modifications to the original "go-live" date by the client may result in additional fees if additional fees are incurred by CivicPlus for changing travel arrangements.
10. Payment is due on the date annotated on the invoice for that term's service. Service will be discontinued if payment is not made within 30 days after the due date. Payments received will be applied first to finance charges, then to the oldest outstanding invoice.
11. If the account exceeds 90 days past due, the web service will be removed and the data will be erased.
12. CivicPlus will support designated support contacts for the client. Support will include providing technical support and application support of the CivicPlus system. Following initial setup, additional page design, graphic design, word processing training, and custom programming may be contracted separately.

Date Initiated: \_\_\_\_\_

**CivicPlus License and Service Agreement for City of Augusta**

Project Summary	Annual Fee	One-Time Fee
Overall Project Management	\$ _____	\$ 2,700.00
Website Design	\$ _____	\$ 8,500.00
Develop Navigation Architecture	\$ _____	\$ 4,500.00
Site Development – Included Modules and Site Setup With <u>N/A</u> MB and <u>N/A</u> GB of transfer per month	\$ 9,400.00	\$ 11,300.00
Upgraded Modules Total from below	\$ _____	\$ N/A
Custom Development: \$150/hr installation on client servers	\$ _____	\$ (Hourly Rate)
Site Development – Content –up to 540 pages	\$ _____	\$ 13,500.00
Review and Test	\$ _____	\$ 1,500.00
Training: Up to 15 hours of remote phone training for up to 3 staff members	\$ _____	\$ 1,500.00
Go-live and project review	\$ _____	\$ 1,500.00
Search Engine Registration	\$ _____	\$ 200.00
Ongoing Consulting	\$ _____	\$ 700.00
<b>Total</b>	<b>\$ 9,400.00</b>	<b>\$ 45,900.00</b>

Included Modules	
<input type="checkbox"/> Agenda Builder	<input checked="" type="checkbox"/> Opinion Poll
<input type="checkbox"/> Archive Center	<input checked="" type="checkbox"/> Photo Gallery
<input checked="" type="checkbox"/> Banner Development – Additional banners	<input checked="" type="checkbox"/> Quicklinks
<input type="checkbox"/> Bid Posting	<input type="checkbox"/> Request Tracker
<input type="checkbox"/> Blog	<input checked="" type="checkbox"/> RSS
<input checked="" type="checkbox"/> Business/Resource Directory	<input checked="" type="checkbox"/> Service Directory
<input checked="" type="checkbox"/> Document Center	<input checked="" type="checkbox"/> Slideshow
<input checked="" type="checkbox"/> Dynamic Breadcrumbs	<input checked="" type="checkbox"/> Staff Directory
<input checked="" type="checkbox"/> Dynamic Sitemap	<b>Admin. Modules &amp; Services</b>
<input type="checkbox"/> E-Commerce (See pricing options for E-commerce)	<input type="checkbox"/> Additional Domains
<input checked="" type="checkbox"/> Events Calendar	<input type="checkbox"/> Automated pdf converter
<input type="checkbox"/> Facilities Locator and Reservations System	<input checked="" type="checkbox"/> Links Redirect
<input checked="" type="checkbox"/> FAQ	<input type="checkbox"/> Online Web Statistics (Available only with CivicPlus hosting)
<input checked="" type="checkbox"/> Forms Development Tool	<input checked="" type="checkbox"/> Printer Friendly/E-mail this Page
<input checked="" type="checkbox"/> Intranet	<input checked="" type="checkbox"/> Rotating Content
<input checked="" type="checkbox"/> Info/Trivia	<input checked="" type="checkbox"/> Search Engine Registration
<input type="checkbox"/> Job Posting	<input checked="" type="checkbox"/> Site Search & Entry Log
<input checked="" type="checkbox"/> News Flash	<input checked="" type="checkbox"/> Website Administrative Log
<input checked="" type="checkbox"/> Notify Me Email Subscription	
<input type="checkbox"/> Online Job Application	

**Setup Notes:** CivicPlus will develop a unique website for the client. Upon approval of the design, the selected services will be established with on-going review by the client. Upon completion of training, the client will be responsible for updating and maintaining their website. CivicPlus will continue providing updates to the software and maintain the content and data. CLIENT HOST

Date Initiated: \_\_\_\_\_

***CivicPlus License and Service Agreement for City of Augusta***

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**Additional Training:** Training that involves billable time beyond the contracted amount will be documented and invoiced. Approval by the client is necessary before billable time is incurred.

**Support:** Page development support and technical support provided free throughout the terms of the contract. Technical problems with the software are addressed throughout the contract period at no charge.

**Additional Projects:** Projects that involve billable time beyond the contracted amount will be documented. Written approval by the client is necessary before billable time is incurred.

**Maintenance Upgrades:** Maintenance upgrades to the CivicPlus service are provided at no extra charge. Additional modules may be purchased and activated at any time

**Indemnification and Liability**

City of Augusta shall defend, indemnify and hold harmless CivicPlus, its partners, employees, and agents from and against any and all lawsuits, claims, demands, penalties, losses, fines, liabilities, damages, and expenses including attorney's fees of any kind, without limitation, in connection with the operations of City of Augusta and installation of software contemplated by this agreement, or otherwise arising out of or in any way connection with the CivicPlus' provision of service and performance under this agreement. This section shall not apply to the extent that any loss or damage is caused by the gross negligence or willful misconduct on the part of CivicPlus.

CivicPlus will not be liable for any act, omission of act, negligence or defect in the quality of service of any underlying carrier or other service provider whose facilities or services are used in furnishing any portion of the service received by the customer. CivicPlus will not be liable for any failure of performance that is caused by or the result of any act or omission by customer or any entity other than CivicPlus that furnishes services, facilities or equipment used in connection with CivicPlus services or facilities.

Except as expressly provided in this agreement, CivicPlus makes no expressed or implied representations, or warranties, including any warranties regarding merchantability or fitness for a particular cause.

**Development Specifications**

Additional development specifications and requirements will follow upon commencement of the project. At minimum, the specifications will include requirements from Augusta RFP 08-094 and CivicPlus response to said RFP, which may be modified by mutual consent of customer and CivicPlus.

**Project Schedule**

Go-Live of the CivicPlus products shall be completed within 180 days of contract signing. In this time all project requirements and specifications shall have been met by CivicPlus.

**Acceptance Period**

Project shall commence upon contract signing and shall be considered completed upon final delivery of completed web site (go-live) plus a minimum 30-day Acceptance Period. Within the Acceptance Period customer shall fully test the capabilities of the product(s) and will inform CivicPlus in writing of any problems that are encountered. The Acceptance Period will be considered complete when 30 days have elapsed and all problems discovered in that time period have been corrected by CivicPlus.

Date Initiated: \_\_\_\_\_

**Acceptance:**

We the undersigned, agreeing to the conditions specified in this document, understand and authorize the provision of services outlined in this contract.

Name

Augusta

Attest

Date

Date

Date

Name

CivicPlus

Please fax the above contract as soon as possible to

**FAX Number: 785-587-8951**

For any billing questions, Accounting can be reached at 888-228-2233, ext.215

Support can be reached at:

888-228-2233, ext. 307

785-587-1853, ext. 307

*Date Initiated:* \_\_\_\_\_**SOFTWARE LICENSE AGREEMENT**

THIS SOFTWARE LICENSE AGREEMENT entered into by and between Icon Enterprises, Inc., a Kansas Corporation dba Civics Plus ("Licensor"), a Kansas corporation, having principal offices at Manhattan, Kansas, and Augusta, Georgia, a political subdivision of the State of Georgia, with its place of business at 530 Greene Street, Augusta, GA U.S.A., 30911 ("Licensee") determines the rights and licenses granted hereunder by Licensor to Licensee in the Licensed Software (hereinafter defined).

1. Definitions. As used in this Agreement, the following definitions shall apply:

- (a) "Licensed Product" shall mean collectively the Licensed Software (as hereinafter defined) and the documentation thereof.
- (b) "Licensed Software" or "Software" shall mean the Civic Plus Web Content Management Software and associated modules, in object code and source code form, all updates and revisions thereof supplied by Licensor during the term hereof, and all copies of the foregoing.
- (c) "Use" shall mean the reading into and out of memory of the Licensed Software and the execution of the Software, in whole or in part, by the Licensed CPU for the internal purposes of Licensee; it being understood and agreed that "Use" shall not include providing data processing services to third parties.
- (d) "Modification" means deleting code from, adding code to, or altering the code in the Licensed Software.
- (e) "Modify" means to create or engage in creating a Modification.
- (f) "Copy" means the medium on which information is fixed on a temporary or permanent basis and from which the information can be perceived, reproduced, used, or communicated, either directly or with the aid of a device.
- (g) "Non-exclusive License" means a license that does not preclude the licensor from transferring to other licensees the same information, informational rights, contractual rights or permissions within the same scope, including consignment of a copy.
- (h) "Term" means the initial period in which this contract is in force, or any subsequent period.

1. Notices:

Any notice required to be given shall be deemed to be duly given if mailed and addressed to or faxed to:

To City:

Tameka Allen, IT Director  
530 Greene Street, A-101  
Augusta, GA 30911  
T: 706.821.2522  
F: 706.821.2530

Copies to:

Fred Russell, City Administrator  
530 Greene Street, Room 801  
Augusta, GA 30911  
T: 706.821.2400

To Consultant:

Cindy Peters, Project Manager  
317 Houston St., Suite E  
Manhattan, KS 66502  
Fax: 785-587-8951



*Date Initiated:* \_\_\_\_\_1. License.

Licensee has previously entered into a Licensing and Service Agreement with Licensor and desires to obtain copies of Licensor's software. Subject to the payment of the license fees to Licensor as hereinafter provided, Licensor hereby grants to Licensee, and Licensee hereby accepts, a personal, non-exclusive and non-transferable (except as expressly provided herein) license to use the Licensed Software on a Licensed CPU during the term of this Agreement and to use the documentation therefore during the term hereof in support of the Use of the Licensed Software. Use of license will be limited to providing one web site.

2. License fees and taxes.

- (a) The license fees for the license granted herein and for all of Licensor's obligations hereunder shall be Licensor's current license fees for the Licensed Product in effect at the time of the execution hereof by Licensee, as set forth in the Service and Licensing Agreement previously executed by the parties.

1. Term of agreement and effective date.

- (a) Unless otherwise terminated or cancelled as provided herein, the term of this Agreement shall run concurrently with the Licensing and Service Agreement which has been previously executed between the parties and shall terminate upon termination of the Licensing and Service Agreement.
- (b) Licensor may terminate this Agreement if Licensee breaches any of the terms and conditions of the Agreement.
- (c) Licensee may terminate this Agreement if Licensor breaches any of the terms and conditions of the Agreement and shall not be liable for any payment for incomplete, non-functional, or undelivered work performed by the Licensor.
- (d) All provisions of this Agreement relating to disclaimers of warranties, limitation of liability, remedies, or damages, and Licensor's proprietary rights shall survive termination.

1. Protection of trade secrets.

- (a) Licensee agrees that the Licensed Product is the exclusive property of Licensor. Licensee shall not disclose or make available the Licensed Software, or any portion thereof, including the Licensed Product, to third parties without Licensor's prior written consent, except under appropriate non-disclosure agreements to third parties who are performing services for Licensee. Upon the cancellation, termination, or expiration of this Agreement, Licensee shall immediately return the Licensed Product and all copies thereof to Licensor.
- (b) Upon any termination, cancellation or expiration hereof, Licensee shall return the Licensed Product and all copies thereof to Licensor or destroy the Licensed Product and all copies thereof.
- (c) The Vendor acknowledges that this Agreement and certain documentation may be subject to the Georgia Open Records Act (O.C.G.A. § 50-18-70, et seq.). Vendor shall cooperate fully in responding to such requests and shall make all records, not exempt, available for inspection and copying as required by law. Vendor shall clearly mark any information provided to City which Vendor contends is Proprietary Information. Vendor shall notify City immediately of any Open Records request arising out of this contract and shall provide to City a copy of any response to the same.
- (d)

1. Reproduction and modification of software.

- (a) Licensee may reproduce the Licensed Software for backup or archival purpose. All copies of the Licensed Software, in whole or in part, shall contain all of Licensor's restrictive and proprietary notices in form and content as they appear on or in the Licensed Software provided by Licensor.

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**Date Initiated:** \_\_\_\_\_

- (b) Licensee may modify the Licensed Software and merge it into existing software, provided such modified Licensed Software and resulting merged software shall be deemed to be a Licensed Product for purposes of this Agreement and, except as otherwise expressly provided herein, shall be subject to all of its terms and conditions. Upon any termination, cancellation, or expiration hereof or of any license granted hereunder, Licensee shall remove the Licensed Software and all portions thereof from the modified Licensed Software and resulting merged software, and Licensee may not thereafter use the Licensed Software or any portion thereof.

Date Initiated: \_\_\_\_\_

**1. Negation of warranty.**

THE LICENSED PRODUCT IS PROVIDED ON AN "AS IS" BASIS, AND THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OF THE COMPUTER PROGRAM, INFORMATIONAL CONTENT, OR FITNESS FOR LICENSEE'S PURPOSE OR SYSTEM INTEGRATION. THERE IS NO WARRANTY AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE LICENSED PRODUCT OR AGAINST INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS OF ANOTHER. LICENSEE SHALL BE SOLELY RESPONSIBLE FOR THE SELECTION, INSTALLATION, USE, EFFICIENCY AND SUITABILITY OF THE LICENSED PRODUCT AND LICENSOR SHALL HAVE NO LIABILITY THEREFOR.

**2. Indemnification and Liability.**

Licensee shall defend, indemnify and hold harmless Licensor, its partners, employees, and agents from and against any and all lawsuits, claims, demands, penalties, losses, fines, liabilities, damages, and expenses including attorneys' fees of any kind, without limitation, in connection with the operations of Licensor and installation of software contemplated by this agreement, or otherwise arising out of or in any way connected with Licensor's providing of service and performance under this agreement. This section shall not apply to the extent that any loss or damage is caused by the gross negligence or willful misconduct on the part of Licensor.

Licensor will not be liable for any act, omission, negligence, or defect in the quality of service of any underlying carrier or other service provider whose facilities or services are used in furnishing any portion of the service received by Licensee. Licensor will not be liable for any failure of performance that is caused by or the result of any act or omission by Licensee or any entity other than Licensor that furnishes services, facilities, or equipment used in connection with Licensor's services or facilities.

**3. Limitation of liability.**

IN NO EVENT SHALL LICENSOR BE LIABLE TO LICENSEE FOR ANY DAMAGES RESULTING FROM OR RELATED TO ANY FAILURE OF THE SOFTWARE PRODUCTS, INCLUDING, BUT NOT LIMITED TO LOSS OF DATA, OR DELAY OF THE LICENSOR IN THE DELIVERY OF THE LICENSED PRODUCT. IN NO EVENT SHALL LICENSOR BE LIABLE TO LICENSEE FOR ANY INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES OR LOST PROFITS ARISING OUT OF OR RELATED TO THIS LICENSE AGREEMENT, OR THE PERFORMANCE OR BREACH THEREOF, EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY THEREOF.

**4. General.**

- (a) Any claim arising out of or related to this Agreement must be brought no later than two (2) year(s) after it has accrued.
- (b) This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. All claims, disputes and other matters in question between the City and the Vendor arising out of, or relating to, this Agreement, or the breach thereof, shall be decided in the Superior Court of Richmond County, Georgia. Vendor, by executing this Agreement, specifically consents to venue and jurisdiction in Richmond County, Georgia and waives any right to contest jurisdiction and venue in said Court.

IN WITNESS WHEREOF, the parties have set their hand the day below written.

Date Initiated: \_\_\_\_\_

("Licensee")  
 By: [Signature]  
 Mayor  
 Date: 10/22/08  
 Attest: [Signature]  
 Clerk of Commission  
 Date: 10-23-08

Accepted on behalf of Icon Enterprises, Inc. dba Civics Plus, ("Licensor")

By: Cynthia L. Peters  
 Date: 10/29/08

## CivicPlus Recurring Redesign Contract Addendum

THIS CONTRACT ADDENDUM is agreed to on May 8, 2013, between Icon Enterprises, Inc., d/b/a CivicPlus ("CivicPlus") with its principal place of business located at 317 Houston St., Ste. E, Manhattan, Kansas 66502, and Augusta, GA ("Client"), with its principal location at 530 Greene Street Annex 101, Augusta, GA 30911, and shall be effective as of the date of signing indicated at the end of this addendum.

### RECITALS

WHEREAS, CivicPlus is engaged in the business of engaged in the business of developing, marketing and selling custom community engagement platforms that include web sites, web interfaces and portals and a proprietary government content management system and associated modules; in addition to project development, design, implementation, support and hosting services;

WHEREAS, Client is currently engaged in a relationship with CivicPlus for Annual Support, Maintenance and Hosting services as set forth in the original contract signed on October 17, 2008;

WHEREAS, Client and CivicPlus have agreed to alter certain terms as set forth in the original contract; specifically, the addition of terms and services as specified in this addendum.

NOW, THEREFORE, Client and CivicPlus agree as follows:

### Scope of Services

1. Client has selected the Recurring Site-Redesign Package, which includes a CP Basic Redesign at contract signing and builds eligibility for a CP Basic Redesign. Client will be invoiced upon contract signing for the associated on-time fees and the increase in monthly recurring fees. Project details can be found in Exhibit A.
2. After initiation of this Recurring Site-Redesign Package addendum, Client will begin building eligibility for a CP Basic redesign. After 48 months under the terms of this addendum, as well as those of the original contract and all associated pricing, Client will be fully eligible for a CP Basic Redesign.

### Billing & Payment Terms

3. All other billing and payment terms reflected in the original contract, including invoice and payment dates, apply to this addendum.
4. The Client will be invoiced electronically through email. Upon request CivicPlus will mail invoices and the Client will be charged a \$5.00 convenience fee.

### Agreement Renewal

5. Unless otherwise stated in the original contract, the original contract and this addendum shall remain in effect for a period of one year (12 months) from signing. In the event that neither party gives 60 days' notice prior to the end of the initial or any subsequent term, this Agreement will automatically renew for an additional contract term. After 48 consecutive months under the terms of this contract and associated pricing, Client will be fully eligible for a CP Basic Redesign.
6. Either party may terminate the agreement at the end of the contract term by providing the other party with 60 days' written notice, prior to the contract renewal date.
7. In the event of contract termination, Client forfeits eligibility for the CP Basic Redesign and all funds applied to such eligibility. In the event of early termination of this Agreement by the Client, full payment for services provided is due within 15 days of termination.

### Applicability

8. All other terms, conditions, contractual obligations and agreements acknowledged and agreed upon in the original contract remain in effect and are not altered or nullified by this addendum, except as indicated in Exhibit C: "*Augusta, GA Procurement Provision Addendum*".



## Service & License Agreement for **Augusta, GA**

### Acceptance

We, the undersigned, agreeing to the conditions specified in this document, understand and authorize the provision of services outlined in this Agreement.

**Augusta , GA**

\_\_\_\_\_  
Mayor Deke Copenhaver

\_\_\_\_\_  
Date

\_\_\_\_\_  
Attest

\_\_\_\_\_  
Date

\_\_\_\_\_  
CivicPlus

\_\_\_\_\_  
Date

#### **Sign and E-mail or Fax this Copy**

Attn: Contract Manager  
E-mail: SalesCoordinators@CivicPlus.com  
Fax: 785-587-8951

#### **And – Mail Two (2) Signed Originals**

CivicPlus Contract Manager  
317 Houston St., Suite E  
Manhattan, KS 66502

We will e-mail or fax a counter-signed copy of the contract back to you so we can begin your project. Upon receipt of two signed originals, we will counter-sign and return one copy for your files.

--Remainder of this page left intentionally blank--

**Exhibit A - CivicPlus Project Deliverables**

CivicPlus Project Development Services & Scope of Services for CP Basic Recurring Redesign			
<b>Design &amp; Project Overview</b> Our designers will create a fresh new look for your site, and our CivicPlus Team will handle the content migration.  Our developers will migrate all of the content from your existing site to your new site and ensure proper formatting and any new styles are applied.  The Basic option works great for customers who have a few content contributors and have kept the site's content in good condition but have little time to attempt a full migration on their own.		<b>Annual Fee</b> <b>\$1,200</b>	<b>One Time Fee</b> <b>\$5,924</b>
<b>Includes:</b> <ul style="list-style-type: none"><li>• New design</li><li>• Redevelop banner</li><li>• Redevelop navigation method (may choose top drop-down or other options)</li><li>• Design setup - wireframe</li><li>• Redevelop graphic elements of website (Newsflash, FAQs, Calendar, etc.)</li><li>• Project Management</li><li>• Testing</li><li>• Review</li><li>• Content Migration – Includes retouching of all existing published pages to ensure proper formatting, menu structure, and application of new site styles. Note: Content will <b>not</b> be rewritten, reformatted or pages broken up (shortened or re-sectioned)</li><li>• Site styles and page layouts will be touched so all pages match the new design and migrate cleanly</li><li>• Spelling and broken links will be checked and reported if unable to correct</li></ul>			
<b>Add-On Options</b>			
Inclusion of all standard modules (see module listing)			<b>Included</b>
Content Development – Develop all Content Pages	<i>Optional</i>		
Portal Page	<i>Optional</i>		
Portal page with Flash	<i>Optional</i>		
Additional Banners	<i>Optional</i>		
12 hours interactive webinar training (up to 6 employees) <i>Quote includes free use of up to 6 webcams and headsets</i>	<i>Optional</i>		
<b>Annual Increase</b>		<b>\$1,200</b>	
<b>Total Project Development Fee</b>			<b>\$5,924</b>
<b>Total Fees</b>		<b>\$7,124</b>	

**Project Development Includes the Following:**

Modules	Functionality
<ul style="list-style-type: none"> <li>• Agenda Center</li> <li>• Alerts Center &amp; Emergency Alert Notification</li> <li>• Archive Center</li> <li>• Bid Postings</li> <li>• Blog</li> <li>• Business/Resource Directory</li> <li>• Calendar</li> <li>• Carbon Calculator</li> <li>• Citizen Request Tracker™ (5 users)</li> <li>• Community Voice™</li> <li>• Document Center</li> <li>• ePayment Center</li> <li>• Facilities &amp; Reservations</li> <li>• Frequently Asked Questions</li> <li>• Forms Center</li> <li>• Healthy City</li> <li>• Intranet</li> <li>• Job Postings</li> <li>• License &amp; Permits</li> <li>• Media Center with Live Streaming Video</li> <li>• My Dashboard</li> <li>• News Flash</li> <li>• Notify Me® Email &amp; SMS Text Subscription</li> <li>• Online Job Application with 1 Generic Application</li> <li>• Opinion Poll</li> <li>• Photo Gallery</li> <li>• Postcard</li> <li>• Quick Links</li> <li>• Real Estate Locator</li> <li>• Spotlight</li> <li>• Staff Directory</li> </ul>	<ul style="list-style-type: none"> <li>• Action Items Queue</li> <li>• Audit Trail / History Log</li> <li>• Automated PDF Converter</li> <li>• Automatic Content Archiving</li> <li>• Content Library</li> <li>• Dynamic Breadcrumbs</li> <li>• Dynamic Sitemap</li> <li>• Expiring Items Library</li> <li>• Generic Mobile App (iOS &amp; Android)</li> <li>• Graphic Link Administration</li> <li>• Links Redirect and Broken Links Finder</li> <li>• Menu Management</li> <li>• Mouse-over Menu Structure</li> <li>• MuniMobile™</li> <li>• Online Editor for Editing and Page Creation (WYSIWYG)</li> <li>• Online Web Statistics (Only with CivicPlus Hosting)</li> <li>• Page Wizard w/Multiple Layouts</li> <li>• Printer Friendly/Email Page</li> <li>• Rotating Content</li> <li>• RSS</li> <li>• Search Engine Registration</li> <li>• Site Layout Options</li> <li>• Site Search &amp; Entry Log</li> <li>• Slideshow</li> <li>• Social Media Integration (Facebook &amp; Twitter)</li> <li>• User &amp; Group Administration Rights</li> <li>• Web Page Upload Utility</li> <li>• Website Administrative Log</li> </ul>





# Service & License Agreement for **Augusta, GA**

## Exhibit B - Annual Support, Maintenance and Hosting Services

<b>Current Annual Support, Maintenance and Hosting Fee</b> Server Storage not to exceed 40 GB Media Center Storage not to exceed 10 GB		<b>\$10,881.96</b>
<b>Annual Increase</b>		<b>\$1,200.00</b>
<b>New Annual Fee</b> (Effective upon Contract Signing)		<b>\$12,081.96</b>
<b>Annual Support, Maintenance &amp; Hosting Service Include the Following:</b>		
<b>Support</b>	<b>Maintenance of CivicPlus Application &amp; Modules</b>	<b>Hosting</b>
7-7 (CST) Mon-Fri (excluding holidays) 24/7 Emergency Support Dedicated Support Personnel 2-hour Response during Normal Hours Usability Improvements Integration New & Upgraded Services Proactive Support for Updates & Fixes Online Training Manuals Monthly Newsletters Phone Consulting CivicPlus Connection	Install Service Patches for OS Upgrades Fixes Improvements Integration Testing Development Usage License	Shared Web/SQL Server DNS Consulting & Maintenance Monitor Bandwidth-Router Traffic Redundant ISP Redundant Cooling Natural Gas Powered Generator Daily Tape Backup Intrusion Detection & Prevention Antivirus Protection Upgrade Hardware

### **Exhibit C – Augusta, GA Procurement Provision Addendum**

The following provisions, stipulated to be included in Augusta, Georgia contracts by the Augusta Commission effective 6/21/2011, are hereby attached to and supersede the conditions of any existing contracts and contract addendums between Augusta, GA and Icon Enterprises, Inc., d/b/a CivicPlus (“CivicPlus”). In the event of conflict between sections of existing contracts between Augusta, GA and CivicPlus, Inc., the provisions as stated in this addendum shall prevail.

Certain provisions of this Addendum are addressed in the original Software License Agreement (hereinafter “Original Agreement”) between CivicPlus and Augusta, Georgia, signed October 17, 2008. These are noted where relevant below when the original language meets current Augusta Procurement Code.

1. **Temporary Suspension or Delay of Performance of Contract:** To the extent that it does not alter the scope of this agreement, Augusta, GA may unilaterally order a temporary stopping of the work, or delaying of the work to be performed by CivicPlus under this agreement.
2. **Defective Pricing:** To the extent that the pricing provided by CivicPlus is erroneous and defective, the parties may, by agreement, correct pricing errors to reflect the intent of the parties.
3. **Liquidated Damages:** The Consultant agrees to pay as liquidated damages to Augusta the sum of \$100 for each consecutive calendar day after expiration of the expected Go-Live Date, except for authorized extensions of time by Augusta, which shall not be unreasonably withheld. This Section is independent of any contract, addendum, or Original Agreement section regarding the Default of CivicPlus. The parties agree that these provisions for liquidated damages are not intended to operate as penalties for breach of Contract.

The liquidated damages set forth above are not intended to compensate Augusta for any damages other than inconvenience and loss of use or delay in services. The existence or recovery of such liquidated damages shall not preclude Augusta from recovering other damages in addition to the payments made hereunder which Augusta can document as being attributable to the documented CivicPlus failures. In addition to other costs that may be recouped, Augusta may include costs of personnel and assets used to coordinate, inspect, and re-inspect items within this Contract as well as attorney fees if applicable.

4. **Specified Excuses for Delay or Non-Performance:** CivicPlus is not responsible for delay in performance caused by acts of nature, strikes, lockouts, accidents, or other events beyond the control of CivicPlus. In any such event, the contract price and schedule shall be equitably adjusted.
5. **Termination for Default**
  - 5.1. **Events of Default.** Each of the following events shall constitute an “Event of Default”:
  - 5.2. CivicPlus shall fail to observe, perform or comply with any material term, covenant, agreement or condition of this Agreement which is to be observed, performed or complied with by CivicPlus, if such failure continues uncured for thirty (30) calendar days after Augusta gives CivicPlus written notice of the failure and the specific nature of such failure.
  - 5.3. CivicPlus shall commit any fraud, misrepresentation, breach of fiduciary duty, willful misconduct, or intentional breach of any provision of this Agreement.
  - 5.4. **Termination Upon Event of Default.** In addition to any other available legal or equitable rights or remedies, upon an Event of Default by CivicPlus, Augusta shall have the right to terminate this Agreement upon at least thirty (30) days written notice to CivicPlus.
6. **Termination for Convenience:**



## Service & License Agreement for **Augusta, GA**

- 6.1. Upon advance written notice to CivicPlus, Augusta may, without cause and without prejudice to any other right or remedy of CivicPlus, elect to terminate the Agreement. In such case, CivicPlus shall be paid (without duplication of any items):
- 6.2. For completed and acceptable work executed in accordance with the terms of the agreement prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such work;
- 6.3. For expenses incurred prior to the effective date of termination in performing services and furnishing labor, materials or equipment as required by the contract documents in connection with uncompleted work, plus fair and reasonable sums for overhead and profit on such expenses;
- 6.4. For all claims, costs, losses and damages incurred in settlement of terminated contracts with subcontractors, suppliers and others, and; for reasonable expenses directly attributable to termination.
7. Hold Harmless: CivicPlus has agreed to hold harmless provisions on page 8, Section 2 of the Original Agreement.
8. Prohibition against Contingent Fees: CivicPlus is prohibited from directly or indirectly advocating in exchange for compensation that is contingent in any way upon the approval of this contract or the passage, modification, or defeat of any legislative action on the part of the Augusta, Georgia Commission. CivicPlus shall not hire anyone to actively advocate in exchange for compensation that is contingent in any way upon the passage, modification, or defeat of any contract or any legislation that is to go before the Augusta, Georgia Commission.
9. Venue: CivicPlus has agreed to venue in Superior Court of Richmond County, Georgia on page 8, Section 4(b) of the Original Agreement.
10. Georgia Prompt Pay Act not applicable: The terms of this agreement supersede any and all provisions of the Georgia Prompt Pay Act.
11. Acknowledgement Regarding Contractual Obligations of Augusta, Georgia: CivicPlus acknowledges that this contract and any changes to it by amendment, modification, change order or other similar document may have required or may require the legislative authorization of the Board of Commissioners and approval of the Mayor. Under Georgia law, CivicPlus is deemed to possess knowledge concerning Augusta, Georgia's ability to assume contractual obligations and the consequences of CivicPlus' provision of goods or services to Augusta, Georgia under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that CivicPlus may be precluded from recovering payment for such unauthorized goods or services. Accordingly, CivicPlus agrees that if it provides goods or services to Augusta, Georgia under a contract that has not received proper legislative authorization or if CivicPlus provides goods or services to Augusta, Georgia in excess of the any contractually authorized goods or services, as required by Augusta, Georgia's Charter and Code, Augusta, Georgia may withhold payment for any unauthorized goods or services provided by CivicPlus. CivicPlus assumes all risk of non-payment for the provision of any unauthorized goods or services to Augusta, Georgia, and it waives all claims to payment or to other remedies for the provision of any unauthorized goods or services to Augusta, Georgia, however characterized, including, without limitation, all remedies at law or equity." This acknowledgement shall be a mandatory provision in all Augusta, Georgia contracts for goods and services, except revenue producing contracts.
12. Georgia E-Verify Requirements: All contractors and subcontractors entering into contracts with Augusta, Georgia for the physical performance of services shall be required to execute an Affidavit verifying its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with Augusta, Georgia has registered with and is participating in a federal work authorization program. CivicPlus agrees to provide their E-Verify number and to be in compliance with the electronic verification of work authorized programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91 and shall continue to use the federal authorization program throughout the contract term. Additionally, CivicPlus agrees that, should it employ or contract with any subcontractor(s) in



## Service & License Agreement for **Augusta, GA**

connection with the physical performance of services pursuant to its contract with Augusta, Georgia CivicPlus will secure from such subcontractor(s) each subcontractor's E-Verify number as evidence of verification of compliance with O.C.G.A. § 13-10-91 on the subcontractor affidavit provided in Rule 300-10-01-.08 or a substantially similar form. CivicPlus agrees to maintain records of such compliance and provide a copy of each such verification to Augusta, Georgia at the time the subcontractor(s) is retained to perform such physical services.

13. **Right to Inspect Premises:** Augusta, Georgia may, at reasonable times, inspect the part of the plant, place of business, or work site of CivicPlus or any subcontractor of CivicPlus or subunit thereof which is pertinent to the performance of any contract awarded or to be awarded by Augusta, Georgia.
14. **Local Small Business Language:** In accordance with Chapter 10B of the AUGUSTA, GA. CODE, CivicPlus agrees to collect and maintain all records necessary to for Augusta, Georgia to evaluate the effectiveness of its Local Small Business Opportunity Program and to make such records available to Augusta, Georgia. The requirements of the Local Small Business Opportunity Program can be found at [www.augustaga.gov](http://www.augustaga.gov). In accordance with AUGUSTA, GA. CODE § 1-10-129(d)(7), the contractor is required to provide local small business utilization reports. CivicPlus shall report to Augusta, Georgia the total dollars paid to each local small business on each contract, and shall provide such payment affidavits, regarding payment to subcontractors as may be requested by Augusta, Georgia. Such documents shall be in the format specified by the Director of minority and small business opportunities, and shall be submitted at such times as required by Augusta, Georgia. Failure to provide such reports within the time period specified by Augusta, Georgia shall entitle Augusta, Georgia to exercise any of the remedies set forth, including but not limited to, withholding payment.



**Public Safety Committee Meeting  
7/8/2013 12:45 PM  
Meeting time for all committees**

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**Department:** Clerk of Commission

**Caption:** Motion to approve rotating the scheduled meeting time for all committees at two month intervals in accordance with proposed schedule presented by Commissioner Davis. (Approved by Administrative Services Committee June 10, 2013) (Referred from the June 18 Commission meeting)

**Background:**

**Analysis:**

**Financial Impact:**

**Alternatives:**

**Recommendation:**

**Funds are Available  
in the Following  
Accounts:**

**REVIEWED AND APPROVED BY:**

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## **Administrative Services Committee Agenda (May 13, 2013)**

*Discuss rationale for changing the conflict of interest policy. Should changes be necessitated, task the general counsel with reviewing conflict of interest policies of other municipalities and provide search results and a recommendation to the administrative services committee for review and subsequent approval by the commission-council.*

Discuss initiating dialogue among members of the commission-council to ascertain whether an interest exists in becoming an Age-Friendly Community. Communities participating must commit to a cycle of assessing and improving their age-friendliness. According to the federal Administration on Aging, by 2030, nearly 20% of the U. S. Population will be 65 and older. Communities that adopt progressive and forward thinking public policies and urban planning models will attract and retain more residents, provide varied business opportunities to serve the older populations, their families, and caregivers, and build infrastructure and policies that are friendly to all ages.

An "Age-Friendly Community" entails an inclusive and accessible urban or suburban environment that encourages active and healthy aging. (AARP's Network of Age-Friendly Communities)

*Approve rotating the scheduled meeting time for all committees.*

Discuss the Georgia Municipal Associations Handbook for Georgia Mayors and Council Members, Fifth Edition, as relates to the "Powers and Duties of the Mayor and Council Members."

The municipal governing authority consists of the city council or city commission, and depending on the provisions of the city's charter, the mayor. The governing authority is responsible for two essential types of functions: legislative and administrative.

- (a) Legislative responsibilities involve setting policy for the government by enacting various ordinances, resolutions, and regulations.
- (b) Administrative responsibilities deal with the implementation of the policies and procedures established by the governing body. In many cities, the administrative burden is too great to be borne solely by the mayor and council, so these powers are delegated to a professional manager and policies are carried out by various departments, boards, and commissions in the city.

From: Commissioner Mary Davis MFDavis@augustaga.gov  
 Subject: Fwd: Proposed rotation of committee meetings  
 Date: June 10, 2010, 5:00 AM  
 To: m.davis813@comcast.net

Proposed rotation of committee meetings: 5 committees that meet twice a month

Public Services committee meets at 12:45pm every time because of the amount of citizens that are required to be present for this committee.

The remaining 4 committees rotate monthly alphabetically:

First month:

Administrative Services meets at 12:50

Engineering Committee meets at 12:55

Finance Committee meets at 1:00

Public Safety Committee meets at 1:05

Second month:

Public Safety meets at 12:50

Administrative Service meets at 12:55

Engineering Committee meets at 1:00

Finance Committee meets at 1:05

Third month:

Finance Committee meets at 12:50

Public Safety meets at 12:55

Administrative Services meets at 1:00

Engineering Services meets at 1:05

Forth month:

Engineering Services meets at 12:50

Finance meets at 12:55

Public Safety meets at 1:00

Administrative Services meets at 1:05

Fifth month: rotation starts over

Sent from my iPad

Please consider the environment before printing this email.

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Item # 2



**Public Safety Committee Meeting  
7/8/2013 12:45 PM  
Minutes**

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**Department:** Clerk of Commission

**Caption:** Motion to approve the minutes of the Public Safety Committee held on June 10, 2013.

**Background:**

**Analysis:**

**Financial Impact:**

**Alternatives:**

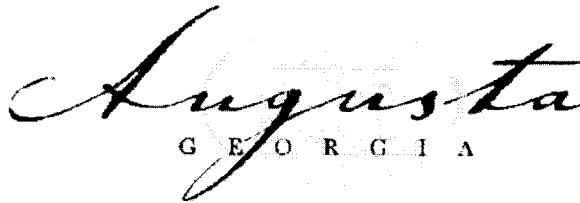
**Recommendation:**

**Funds are Available  
in the Following  
Accounts:**

**REVIEWED AND APPROVED BY:**

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Public Safety Committee Meeting Commission Chamber - 6/10/2013

**ATTENDANCE:**

Present: Hons. Deke Copenhaver, Mayor; Mason, Chairman; D. Smith, Vice Chairman; G. Smith and Lockett, members.

**PUBLIC SAFETY**

1. Presentation by Mr. B. B. Langham of the Augusta Animal Control Board regarding the warning signs of leaving children or pets in unattended vehicles. **Item Action:** Approved

**Motions**

<b>Motion Type</b>	<b>Motion Text</b>	<b>Made By</b>	<b>Seconded By</b>	<b>Motion Result</b>
Approve	Motion to approve receiving this item as information. Motion Passes 4-0.	Commissioner William Lockett	Commissioner Donald Smith	Passes

2. Motion to approve Fiscal Year 2014 County Capacity Agreement between the Georgia Department of Corrections and Augusta, Georgia relative to state inmates housed in RCCI and to authorize the Mayor and Clerk of Commission to execute such documents as necessary to consummate the agreement. **Item Action:** Approved

**Motions**

<b>Motion Type</b>	<b>Motion Text</b>	<b>Made By</b>	<b>Seconded By</b>	<b>Motion Result</b>
Approve	Motion to approve. Mr. G. Smith out. Motion Passes 3-0.	Commissioner William Lockett	Commissioner Donald Smith	Passes

3. Motion to approve the minutes of the Public Safety Committee held on May 28, 2013. **Item Action:** Approved

**Motions**

<b>Motion Type</b>	<b>Motion Text</b>	<b>Made By</b>	<b>Seconded By</b>	<b>Motion Result</b>
Approve	Motion to approve. Mr. G. Smith out. Motion Passes 3-0.	Commissioner William Lockett	Commissioner Donald Smith	Passes

4. Approve the replacement of obsolete technology equipment (desktops, laptops, servers, scanners and printers, etc.) that has reached their end of life cycle and purchase any required computer software upgrades. **Item Action:** Approved

**Motions**

<b>Motion Type</b>	<b>Motion Text</b>	<b>Made By</b>	<b>Seconded By</b>	<b>Motion Result</b>
Approve	Motion to approve. Motion Passes 4-0.	Commissioner William Lockett	Commissioner Grady Smith	Passes

5. Motion to approve a Statewide Electronic Secondary Metals Recycler Database Agreement between Richmond County, the Richmond County Sheriff and the Georgia Sheriffs Association. **Item Action:** Approved

**Motions**

<b>Motion Type</b>	<b>Motion Text</b>	<b>Made By</b>	<b>Seconded By</b>	<b>Motion Result</b>
Approve	Motion to approve. Mr. G. Smith out. Motion Passes 3-0.	Commissioner William Lockett	Commissioner Donald Smith	Passes

6. Discuss the establishment of a Traffic Violations Bureau. (Requested by Judge Slaby) **Item Action:** Approved

**Motions**

<b>Motion Type</b>	<b>Motion Text</b>	<b>Made By</b>	<b>Seconded By</b>	<b>Motion Result</b>
Approve	Motion to approve asking Judge Slaby to move forward with a proposal to do the work involved with the creation of a Traffic	Commissioner William Lockett	Commissioner Donald Smith	Passes

Violations Bureau.  
Motion Passes 4-0.

7. Motion to approve ordinance to protect pets by prohibiting operators of motor vehicles from leaving the vehicle with an unattended dog, cat or other animal inside under circumstances that would endanger the animal's health, safety, or welfare. **Item Action:** Approved

**Motions**

<b>Motion Type</b>	<b>Motion Text</b>	<b>Made By</b>	<b>Seconded By</b>	<b>Motion Result</b>
Approve	Motion to approve. Motion Passes 4-0.	Commissioner Grady Smith	Commissioner William Lockett	Passes

8. Motion to approve ordinance to protect the children of Augusta, Georgia by prohibiting operators and adult passengers of motor vehicles from leaving the vehicle with an unattended child inside. **Item Action:** Approved

**Motions**

<b>Motion Type</b>	<b>Motion Text</b>	<b>Made By</b>	<b>Seconded By</b>	<b>Motion Result</b>
Approve	Motion to approve. Motion Passes 4-0.	Commissioner William Lockett	Commissioner Donald Smith	Passes

[www.augustaga.gov](http://www.augustaga.gov)



**Public Safety Committee Meeting**  
**7/8/2013 12:45 PM**  
**New World Gang and Narcotics Modules**

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**Department:** Information Technology

**Caption:** Approve Additional Software License Agreement for New World Gangs and Narcotics Software.

**Background:** New World software is used at the Richmond County Sheriff's Office (RCSO), E911, and the Fire Department. Augusta is currently implementing the Microsoft Product (MSP) of the New World Aegis software. As part of this implementation, Sheriff's Office personnel have been evaluating the modules that we currently own and use, and they have determined that the Gang Tracking module and the Narcotics Management module of MSP would be extremely useful for Richmond County.

**Analysis:** The two modules in question provide the following benefits: Gang Tracking: The Gang Tracking module allows users to enter and maintain records on gangs, gang-related intelligence (information), and gang informants. Users can also track and search the following gang-related information: Locations, MO, Weapons, Vehicles, Gang Activity, Gang Colors, Members, Intelligence, and Informants. Narcotics Management: The Narcotics Management module allows users to enter and maintain records related to Narcotics Investigations, Narcotics-related Intelligence gathered, Narcotics-related Informants, and a Narcotics Fund Ledger. The module gives jurisdictions a method of efficiently tracking narcotics offenders and related contacts. This can also be utilized to support departmental Drug Enforcement activities. Narcotics Management can also serve as a support mechanism for undercover surveillance by tracking individuals, businesses, equipment, private residences and more. The Additional Software License Agreement for these two modules would become part of the existing Standard Software Subscription Agreement that Augusta maintains with New World Systems.

**Financial Impact:** The overall change in our annual maintenance with New World Systems would be an increase of \$5,760 per year. The cost of implementation, licensing, and travel would not exceed \$40,000.

Cover Memo

Item # 4

**Alternatives:** None

**Recommendation:** Approve Additional Software License Agreement for New World Gangs and Narcotics Software

**Funds are Available  
in the Following  
Accounts:** The annual maintenance will come from IT's Operating Budget.  
The cost for implementation, licensing, and travel would be paid  
for from 212032110.5424220

**REVIEWED AND APPROVED BY:**

**Procurement.  
Information Technology.  
Finance.  
Law.  
Administrator.  
Clerk of Commission**

---



Document #: 0400-13A1B

May 31, 2013

**ADDITIONAL SOFTWARE LICENSE AGREEMENT**

Sheriff Richard Roundtree  
 Richmond County Sheriff's Office  
 400 Walton Way  
 Augusta, GA 30901

Dear Sheriff Roundtree:

New World Systems is pleased to license you additional software per your request.

The attached forms (Exhibit AA and Proposal Summary dated 5/31/2013) are to be reviewed and approved by you and/or your authorized representative. They describe the additional software and services you have requested along with the related fees.

Other than for the purposes of internal review, we ask that you treat our fees as confidential information. This is due to the competitive nature of our business.

The General Terms and Conditions from our original License Agreement are incorporated and continue to apply. Any taxes or fees imposed from the course of this Agreement are the responsibility of the Customer.

We thank you for your continued business with New World Systems. We look forward to working on this project with you.

**ACKNOWLEDGED AND AGREED TO BY:**

**NEW WORLD SYSTEMS® CORPORATION**  
 (New World)

By: \_\_\_\_\_  
 Larry D. Leinweber, President

**AUGUSTA / RICHMOND COUNTY, GA**  
 (Customer)

By: \_\_\_\_\_  
 Authorized Signature Title

By: \_\_\_\_\_  
 Authorized Signature Title

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Each individual signing above represents that (s)he has the requisite authority to execute this Agreement on behalf of the organization for which (s)he represents and that all the necessary formalities have been met.

The "Effective Date" of this Agreement is the latter of the two dates in the above signature block.

***PRICING VALID FOR 30 DAYS FROM DATE REFERENCED ABOVE.***

Item # 4

**EXHIBIT AA**  
**TOTAL COST SUMMARY AND PAYMENT SCHEDULE**

**I. Total Costs Summary: Licensed Standard Software and Implementation Services**

<u>DESCRIPTION OF COST</u>	<u>COST</u>
A. LICENSED STANDARD SOFTWARE as further detailed in the Proposal Summary	\$30,600
B. IMPLEMENTATION AND TRAINING SERVICES as further described in the Proposal Summary	5,280
<b>ONE TIME PROJECT COST:</b>	<b><u>\$35,880</u></b>
C. TRAVEL EXPENSES (Estimate)	\$3,000

**II. Payments for Licensed Standard Software and Implementation Services**

<u>DESCRIPTION OF PAYMENT</u>	<u>COST</u>
A. ONE TIME PROJECT PAYMENT: 1. Amount due upon the Effective Date (100%)	\$35,880
<b>ONE TIME PROJECT PAYMENT:</b>	<b><u>\$35,880</u></b>
B. TRAVEL EXPENSES (Estimate) 1. 2 trips are anticipated, to be billed at actual cost for reasonable expenses incurred for airfare, rental car, lodging, tolls, mileage, and daily per diem expenses. All travel costs will be billed weekly for services provided in the previous calendar week.	\$3,000

<b>III. Standard Software Maintenance Services</b>	\$5,760
Standard Software Maintenance Agreement (SSMA) fees for the software listed on the attached proposal will be added to <b>Customer's</b> current SSMA fees and will commence 90 days after delivery of the software; year one cost to be prorated to run concurrently with <b>Customer's</b> existing SSMA. Subsequent year SSMA fees for the above software will be consistent with the SSMA agreement currently in effect.	

**ALL PAYMENTS ARE DUE WITHIN FIFTEEN (15) DAYS FROM RECEIPT OF INVOICE**

Item # 4

**AUGUSTA / RICHMOND COUNTY, GA****Budgetary Proposal Summary****May 31, 2013**

<b>A. STANDARD APPLICATION SOFTWARE <sup>1,2,3,4</sup></b>		
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>INVESTMENT</b>

**LAW ENFORCEMENT RECORDS****1. Additional Aegis/MSP Software for Law Enforcement Records**

- Gang Tracking	18,000
- Narcotics Management	18,000

<b>NEW WORLD STANDARD SOFTWARE LICENSE FEE</b>	<b>\$36,000</b>
--	-----------------

<b>LESS DEMONSTRATION SITE DISCOUNT</b>	<b>(5,400)</b>
---	----------------

<b>TOTAL SOFTWARE LICENSE FEE <sup>5,6</sup></b>	<b><u>\$30,600</u></b>
--	------------------------

<b>B. IMPLEMENTATION SERVICES <sup>7</sup></b>		
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>INVESTMENT</b>

**IMPLEMENTATION SERVICES**

<b>1. Up to 4 days of Implementation and Training Services are included for:</b>	<b>5,280</b>
--	--------------

- Software Tailoring and Set Up
- User Education and Training
- Other Technical Support
- Travel Time Included

\* Assumes train-the-trainer approach

<b>TOTAL IMPLEMENTATION SERVICES</b>	<b><u>\$5,280</u></b>
--------------------------------------	-----------------------

<b>TOTAL ONE TIME COST</b>	<b><u>\$35,880</u></b>
----------------------------	------------------------

<b>C. MAINTENANCE</b>		
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>INVESTMENT</b>

**1. COMBINED STANDARD SOFTWARE MAINTENANCE AGREEMENT (SSMA) (Per Year Cost)**

Annual SSMA to begin at the end of the warranty period; year one cost to be prorated to run concurrently with Customer's existing SSMA.

90-Day Warranty from Date of Delivery	No Charge
Year 1 SSMA	\$5,760

<b>D. TRAVEL AND LIVING EXPENSES (Estimate)</b>		
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>INVESTMENT</b>

**1. TRAVEL AND LIVING EXPENSES (Estimate)**

Estimated 2 trips at \$1,500 per trip.	\$3,000
--	---------

**PRICING VALID FOR 30 DAYS FROM DATE REFERENCED ABOVE.**



**MSP ENDNOTES**

- <sup>1</sup> *Personal Computers must meet the minimum hardware requirements for New World Systems' Aegis products. Microsoft Windows XP or later is required for all client machines. Windows 2003/2008 Server and SQL Server 2005/2008 are required for the Application and Database Server(s).*
- <sup>2</sup> *New World Systems' Aegis product requires Microsoft Windows 2003/2008 Server and SQL Server 2005/2008 including required Client Access Licenses (CALs) for applicable Microsoft products. Servers must meet minimum hardware requirements provided by New World Systems.*
- <sup>3</sup> *New World Systems' Aegis product requires Microsoft Excel or Windows Search 4.0 for document searching functionality; Microsoft Word is required on the application server for report formatting.*
- <sup>4</sup> *New World recommends a 100/1000MB (GB) Ethernet network for the local area network. Wide area network requirements vary based on system configuration, New World will provide further consultation for this environment.*
- <sup>5</sup> *Prices assume that all software is licensed. Prices are quoted as preliminary estimates only and are subject to further clarification and confirmation.*
- <sup>6</sup> *Licensed Software, and third party software embedded therein, if any, will be delivered in a machine readable form to Customer via an agreed upon network connection. Any taxes or fees imposed are the responsibility of the purchaser and will be remitted when imposed.*
- <sup>7</sup> *Travel and expenses are described in Section IIB of Exhibit AA.*



## Office of the Administrator

Frederick L. Russell, Administrator

Tameka Allen, Deputy Administrator  
William P. Shanahan, Deputy Administrator

Room 801 - Municipal Building  
530 Greene Street - AUGUSTA, GA. 30901  
(706) 821-2400 - FAX (706) 821-2819  
[www.augustaga.gov](http://www.augustaga.gov)

February 21, 2012

Mr. Mike Blanchard  
Assistant Director – Information Technology  
530 Greene Street  
Augusta, GA 30901

Dear Mike:

The Augusta-Richmond County Commission, at their regular meeting held on Tuesday, February 21, 2012 approved an Agreement with New World Systems, Inc. for the New World AS400 to MSP Upgrade. (Approved by Public Safety Committee February 13, 2012)

If you have any questions, please contact me.

Yours truly,

Tameka Allen  
Deputy Administrator

02-21-12: #26

cc: Ms. Donna Williams  
Ms. Geri Sams



**New World Systems**  
The Public Sector Software Company

Document #: 1421-11A1F

February 3, 2012

**ADDITIONAL SOFTWARE LICENSE AND SUBSCRIPTION AGREEMENT**

Mr. Mike Blanchard  
City of Augusta  
530 Greene Street  
Augusta, GA 30911

Dear Mr. Blanchard:

New World Systems is pleased to provide an Agreement to continue the license of your iSeries (AS/400) Standard Software and provide implementation services for a future upgrade of your AS/400 Licensed Standard Software to the New World Aegis MSP Licensed Standard Software.

The following Exhibits are to be reviewed and approved by you and/or your authorized representative. They describe the additional software and services you have requested along with the related fees.

<b>Exhibit AA .....</b>	<b>TOTAL COST SUMMARY AND PAYMENT SCHEDULE</b>
<b>Exhibit A .....</b>	<b>LICENSED STANDARD SOFTWARE AND FEES</b>
<b>Exhibit B .....</b>	<b>IMPLEMENTATION AND TRAINING SUPPORT SERVICES</b>
<b>Exhibit C .....</b>	<b>STANDARD SOFTWARE MAINTENANCE AGREEMENT</b>
<b>Exhibit F .....</b>	<b>DATA FILE CONVERSION ASSISTANCE</b>
<b>Appendix 1 .....</b>	<b>AGREEMENT AND AUTHORIZATION FOR PROCUREMENT OF THIRD PARTY PRODUCTS AND SERVICES</b>
<b>Appendix 2 .....</b>	<b>ADDITIONAL PROVISIONS</b>

Other than for the purposes of internal review, we ask that you treat our fees as confidential information. This is due to the competitive nature of our business.

The General Terms and Conditions from our original License Agreement dated June 8, 1998 with Richmond County, Georgia are incorporated and continue to apply. Upon completion of the upgrade to Aegis MSP standard software, the definition of COMPUTER from the November 16, 2000 Agreement will be the MSP server(s) in use, and not the IBM AS/400. Any taxes or fees imposed from the course of this Agreement are the responsibility of the Customer.

Item # 4

Please acknowledge the change and your understanding on the services by the appropriate signature below.

**ACKNOWLEDGED AND AGREED TO BY:**

**NEW WORLD SYSTEMS® CORPORATION**  
(New World)

By:   
Larry D. Leinweber, President

Date: 02-27-12

**AUGUSTA, GA**  
(Customer)

By:   
Deke Copenhaver, Mayor

Date: 2/29/12

Attest:   
Authorized Signature Title

Date: 2/29/12

Each individual signing above represents that (s)he has the requisite authority to execute this Agreement on behalf of the organization for which (s)he represents and that all the necessary formalities have been met.

The "Effective Date" of this Agreement is the latter of the two dates in the above signature block.

**PRICING ASSUMES CONTRACT EXECUTION BY FEBRUARY 28, 2012.**  
**CONFIDENTIAL**

**EXHIBIT AA**  
**TOTAL COST SUMMARY AND PAYMENT SCHEDULE**

**I. Total Cost Summary: Licensed Standard Software, Implementation Services, And Third Party Products**

<b><u>DESCRIPTION OF COST</u></b>		<b><u>COST</u></b>
A.	LICENSED STANDARD SOFTWARE as further detailed in Exhibit A	Included
	1. Licensed Standard Software	
B.	STANDARD SOFTWARE SUBSCRIPTION AGREEMENT – (See Exhibit C)	
<b><u>Annual Subscription Cost (10-Year Plan, Billed annually and due on January 1<sup>st</sup> of each year)</u></b>		
Year 1	for period 01/01/12 – 12/31/12	\$375,000
Year 2	for period 01/01/13 – 12/31/13	\$375,000
Year 3	for period 01/01/14 – 12/31/14	\$375,000
Year 4	for period 01/01/15 – 12/31/15	\$375,000
Year 5	for period 01/01/16 – 12/31/16	\$375,000
Year 6	for period 01/01/17 – 12/31/17	\$415,000
Year 7	for period 01/01/18 – 12/31/18	\$415,000
Year 8	for period 01/01/19 – 12/31/19	\$435,000
Year 9	for period 01/01/20 – 12/31/20	\$435,000
Year 10	for period 01/01/21 – 12/31/21	\$460,000
C.	IMPLEMENTATION SERVICES AND THIRD PARTY PRODUCTS AND SERVICES FOR UPGRADE TO AEGIS MSP STANDARD SOFTWARE	
	1. PROJECT MANAGEMENT as further described in Exhibit B	
	2. INTERFACE INSTALLATION SERVICES as further described in Exhibit B	
	3. IMPLEMENTATION AND TRAINING SERVICES as further described in Exhibit B	
	4. MOBILE RECONFIGURATION SERVICES as further described in Exhibit B	
	5. OTHER IMPLEMENTATION SERVICES as further described in Exhibit B	
	6. DATA FILE CONVERSION ASSISTANCE SERVICES as further described in Exhibit F	
	7. THIRD PARTY PRODUCTS AND SERVICES as further described in Appendix 1	
D.	TRAVEL EXPENSES (Estimate) – billed as incurred	

**PRICING ASSUMES CONTRACT EXECUTION BY FEBRUARY 28, 2012.**

**Exhibit AA / COST SUMMARY AND PAYMENT SCHEDULE****II. Payments for Implementation Services and Third Party Products**

<u>DESCRIPTION OF PAYMENT</u>	<u>PAYMENT</u>
A. An Implementation Services Agreement will be provided to <b>Customer</b> as described in Paragraph 2 of Exhibit C. The Services Agreement shall have a not to exceed cost of \$620,000 with payment terms mutually agreed upon at the time the Services Agreement is executed.	
B. TRAVEL EXPENSES (Estimate) (These expenses are billed as incurred)	\$60,000*
1. 40 trips are anticipated. 2. Travel Time for the estimated 40 trips is not included in this estimate.	
*Estimate	
C. STANDARD SOFTWARE MAINTENANCE SERVICES – as further detailed in Exhibit C	

**ALL PAYMENTS ARE DUE WITHIN THIRTY (30) DAYS FROM RECEIPT OF INVOICE.**

*Billings are applied ratably to each deliverable included under the total one-time cost. If any deliverable is subject to sales tax, the tax will be calculated and added as applicable to each billing.*

**EXHIBIT A**  
**LICENSED STANDARD SOFTWARE AND FEES**

**License Fee for Licensed Standard Software And Documentation Selected By Customer:**

Application Package

Cost

**AEGIS iSERIES (AS/400) STANDARD SOFTWARE CURRENTLY IN PLACE AND  
 EVENTUALLY TO BE REPLACED BY THE AEGIS MSP (WINDOWS) STANDARD SOFTWARE**

**CAD**

**1. Aegis/400 Combined Multi-Jurisdiction LE/Fire/EMS CAD**

- Call Scheduling
- Call Stacking
- Geo-File Verification
- Hazard and Location Alerts
- Hydrant Inventory
- Access to Aegis/400 LE Records
- Access to Aegis/400 Fire/EMS Records
- Note Pads
- Rip-N-Run<sup>1</sup>
- Run Cards
- Tone Alerts
- Unit Recommendations
- Unit Status Monitors
- Fire/EMS Recommendations

**2. Additional Aegis<sup>®</sup>/400 Software for Computer Aided Dispatch**

- CAD Mapping (ESRI based)
- Service Vehicle Rotation (Wrecker, Ambulance)

**3. Aegis/400 Third Party CAD Interface Software**

- E-911 Interface
- Firehouse Interface
- Priority Dispatch ProQA for EMD Interface
- Priority Dispatch ProQA for Fire Interface
- Priority Dispatch ProQA for Police Interface

**Exhibit A / LICENSED STANDARD SOFTWARE AND FEES****LAW ENFORCEMENT RECORDS****4. Aegis/400 Single Jurisdiction Base Law Enforcement Records**

- Accidents
- Arrest
- Business Registry
- Case Processing
- Computer Aided Investigations
- Federal Reports (UCR/IBR)
- Geo-File Verification
- Impounded Vehicles
- Incident Tracking
- Jacket Processing
- Personnel/Education
- Property
- Traffic Tickets and Citations
- Wants and Warrants

**5. Additional Aegis/400 Software for Law Enforcement Records**

- Bookings
- Case Management
- Computer Aided Investigations
- Field Investigations
- GEO File Verification
- Index Cards

**6. Aegis/400 Third Party LE Records Interface Software**

- Livescan Interface

**CORRECTIONS****7. Aegis Corrections Management Software Base Package**

- Aegis/400 Law Enforcement Records Interface
- Bookings
- Inmate Classification
- Inmate Property Tracking
- Inmate Tracking and Processing
- Random Drug Testing
- Visitation

**8. Aegis/400 Federal & State Compliance Reporting for Corrections**





**Exhibit A / LICENSED STANDARD SOFTWARE AND FEES****EXISTING MOBILE SOFTWARE PREVIOUSLY LICENSED****MOBILE SOFTWARE****MOBILE SOFTWARE ON THE RS/6000**

1. **Base Message Switch to State/NCIC (1-300 users)**
  - Base Message Switch for MDT/MCT
  - State/NCIC Interface
2. **Additional Aegis Software for RS/6000 Message Switch**
  - New World CAD Interface for Aegis 400 (1-300 users)
  - Mobile Upload Software (1-500 users)
  - AVL Interface (1-50 devices)

**MOBILE SOFTWARE ON THE iSERIES 400**

3. **Aegis/400 Mobile Integration Software**
  - MDT/MCT Base CAD/RMS Interface (1-300 users)
  - MDT/MCT Base LE CAD Interface (1-100 users)
  - AVL CAD Interface (1-50 users)

**MOBILE MANAGEMENT SERVER**

4. **Aegis Mobile Management Server Software (1-500 units)**
  - Base CAD/NCIC/Messaging
  - Field Reporting
  - Field Reporting Data Merge

**CLIENT SOFTWARE**

5. **Aegis® Law Enforcement Mobile Unit Software**

**Mobile Messaging**

LE State/NCIC via Switch (267 units)  
 LE CAD via Switch (297 units)  
 Mugshot Image Download (215 units)  
 State Photo Download (308 units)  
 In-Car Mapping (30 units)  
 In-Car Routing (30 units)  
 New World AVL (30 units)

**Exhibit A / LICENSED STANDARD SOFTWARE AND FEES****Field-Based Reporting**

LE Field Reporting (Federal Standards) (308 units)

The following **4 New World** Reports are included:

- Incident (1 form)
- Case (1 form)
- Arrest (1 form)
- Supplement (1 form)

LE Field Reporting Compliance (308 units)

LE Accident Field Reporting (225 units)

The following **New World** Report is included:

- Accident (1 form)

LE Accident Field Reporting Compliance (225 units)

Field Investigation Field Reporting (2 Forms) (83 units)

Mobile Upload of Field Reports (308 units)

**Exhibit A / LICENSED STANDARD SOFTWARE AND FEES****AEGIS MSP (WINDOWS) STANDARD SOFTWARE THAT WILL REPLACE THE AEGIS iSERIES (AS/400) STANDARD SOFTWARE****CAD****1. Aegis CAD Enterprise.NET Combined LE/Fire/EMS CAD**

- Call Entry
- Call Control Panel
- Unit Recommendations
- Unit Status and Control Panel
- Call Stacking
- CAD Messaging
- Call Scheduling
- Dispatch Questionnaire D62
- Fire Equipment Search/Move
- GIS/Geo-File Verification
- Hazard and Location Alerts
- Hazmat Search
- Hydrant Inventory
- Access to Aegis/MSP LE Records
- Access to Aegis/MSP Fire Records
- Note Pads
- Proximity Dispatch (*Requires CAD AVL*)
- Rip-N-Run Remote Printing
- Run Cards/Response Plans
- Tone Alerts

**2. Additional Aegis CAD Enterprise.NET Software for Computer Aided Dispatch <sup>5</sup>**

- CAD Mapping
- CAD AVL
- Ad-Hoc Reporting <sup>6</sup>
- Service Vehicle Rotation (Wrecker, Ambulance)

**3. Aegis CAD Enterprise.NET Third Party Interface Software <sup>5</sup>**

- E-911 Interface <sup>7</sup>
- On-Line CAD Interface to State/NCIC (up to 6 inquiry screens) <sup>8</sup>
- Pre-Arrival Questionnaire Interface (3 questionnaires - EMD, Fire and Police)  
*Supports available release of ProQA for Fire, EMD, Police*
- Fire Records Interface (one-way interface; CAD closed incidents)  
*Supports Firehouse, First Watch*

**Exhibit A / LICENSED STANDARD SOFTWARE AND FEES****LAW ENFORCEMENT RECORDS****4. Aegis/MSP Single Jurisdiction Base Law Enforcement Records**

- Accidents
- Arrest
- Business Registry
- Case Processing
- Computer Aided Investigations
- Federal Reports (UCR/IBR)
- GIS/Geo-File Verification
- Impounded Vehicles
- Incident Tracking
- Jacket Processing
- Personnel/Education
- Property
- Traffic Tickets and Citations
- Wants and Warrants

**5. Aegis/MSP Federal and State Compliance Reporting for LE Records**

- Federal UCR/IBR<sup>9</sup>
- State Accidents<sup>10</sup>

**6. Additional Aegis/MSP Software for Law Enforcement Records**

- Bookings
- Case Management
- Data Analysis/Crime Mapping/Management Reporting<sup>6</sup>
- Equipment Tracking
- Field Investigations
- Index Cards
- Pawn Shops

**7. Aegis/MSP Third Party LE Records Interface Software <sup>5</sup>**

- Livescan Interface  
*Supports Identix, CrossMatch, Printrak, Sagem Morpho, Cogent*
- Aegis/MSP State/NCIC Interface<sup>8</sup>  
*Includes 12 - 15 screens*

On-Line Modules - Includes 4 state inquiry screens<sup>8</sup>

- On-Line Property Checks Interface to State/NCIC
- On-Line Wants and Warrants Interface to State/NCIC

**8. Aegis/MSP Imaging Software**

- Public Safety Lineups/Mug Shots<sup>11</sup>

**Exhibit A / LICENSED STANDARD SOFTWARE AND FEES****CORRECTIONS****9. Aegis/MSP Corrections Management Software Base Package**

- Aegis/MSP LE Records Interface
- Bookings
- Incident Tracking
- Inmate Property Tracking
- Inmate Classification
- Inmate Housing
- Mass Move
- Inmate Scheduling and Tracking
- Inmate Contacts (visitor, mail, phone, emergency)
- Inmate Programs (courses)
- Inmate Activity Log
- Trustee
- Case Management
- Corrections Officer Log
- Finance Management (inmate, facility)
- Jacket Processing
- Business Registry
- Personnel/Education
- GIS/Geo-File Verification

**10. Aegis/MSP State Compliance Reporting for Corrections**

- State Corrections Reporting
- Includes up to 4 reports

**11. Workstation License for up to 500 Authorized Users.**

**Exhibit A / LICENSED STANDARD SOFTWARE AND FEES****ADDITIONAL AEGIS MSP (WINDOWS) STANDARD SOFTWARE TO BE ADDED****LAW ENFORCEMENT RECORDS**

1. **Additional Aegis/MSP Software for Law Enforcement Records**
  - Property Room Bar Coding<sup>5</sup>

**CORRECTIONS**

2. **Additional Aegis/MSP Software for Corrections Management**
  - Property Room Bar Coding

**DECISION SUPPORT SOFTWARE<sup>12,13</sup>**

3. **Law Enforcement Management Data Mart**
  - Includes 10+ users

**Dashboards for Law Enforcement**

4. **Corrections Management Data Mart**
  - Includes 10+ users

**Dashboards for Corrections Management**

**TOTAL SOFTWARE LICENSE FEE<sup>14,15</sup>**

**Included**

*Note: Other than for Mobile Software, a Workstation License for up to 500 users is included for the Exhibit A Licensed Standard Software. The Workstation License includes the following agencies as authorized users:*

- Augusta, GA
- Richmond County Sheriff's Office, GA

*Note: The Aegis MSP Standard Software will provide comparable but not identical capabilities to the Aegis AS/400 software currently in use. The cost of any custom AS/400 software in use is not included.*

*Note: The Software License Fee is included at no charge as part of the 10-year Annual Subscription Payments in Exhibit C.*

*Note: Customer's existing Mobile Software for the iSeries (AS/400) is also included in this license. The Mobile Software works with both the iSeries and MSP Licensed Standard Software in this Exhibit A.*

**Exhibit A / LICENSED STANDARD SOFTWARE AND FEES****ENDNOTES**

- <sup>1</sup> *Personal Computers must meet the minimum hardware requirements for New World Systems' MSP product. Microsoft Windows XP or later is required for all client machines. Windows 2003/2008 Server and SQL Server 2005/2008 are required for the Application and Database Server(s).*
- <sup>2</sup> *New World Systems' MSP product requires Microsoft Windows 2003/2008 Server and SQL Server 2005/2008 including required Client Access Licenses (CALs) for applicable Microsoft products. Servers must meet minimum hardware requirements provided by New World Systems.*
- <sup>3</sup> *New World Systems' MSP product requires Microsoft Excel or Windows Search 4.0 for document searching functionality; Microsoft Word is required on the application server for report formatting.*
- <sup>4</sup> *New World recommends a 100/1000MB (GB) Ethernet network for the local area network. Wide area network requirements vary based on system configuration, New World will provide further consultation for this environment.*
- <sup>5</sup> *Does not include any required 3rd party hardware or software unless specified in Appendix 1 of this Agreement. Customer is responsible for any 3rd party support.*
- <sup>6</sup> *Application may require a separate Server.*
- <sup>7</sup> *Requires Lantronix USC 1100 included in Appendix 1 of this Agreement.*
- <sup>8</sup> *Customer is responsible for obtaining the necessary State approval and any non-New World hardware and software.*
- <sup>9</sup> *Federal UCR/IBR includes edits, reports and electronic submission.*
- <sup>10</sup> *State Accidents includes logic, reports and electronic submission.*
- <sup>11</sup> *Camera must meet product specifications and be procured through New World.*
- <sup>12</sup> *Application may require a separate Server.*
- <sup>13</sup> *Configuration and end user training to occur after Customer has been live for 3 months or longer on an application.*
- <sup>14</sup> *Discount only available in conjunction with upgrading Aegis AS/400 to Aegis MSP Windows.*
- <sup>15</sup> *Prices assume that all software is licensed.*
- <sup>16</sup> *Licensed Software, and third party software embedded therein, if any, will be delivered in a machine readable form to Customer via an agreed upon network connection. Any taxes or fees imposed are the responsibility of the purchaser and will be remitted when imposed.*



**EXHIBIT B**  
**PROJECT MANAGEMENT, IMPLEMENTATION AND**  
**TRAINING SUPPORT SERVICES**

**1. Project Management Services**

**New World** shall act as Project Manager to assist **Customer's** management in implementing the Exhibit A software. This responsibility will include documenting, coordinating and managing the overall Implementation Plan with **Customer's** management and the Customer Liaison. Project Management Services include:

- a) a summary level Implementation Plan;
- b) a detail level Implementation Plan;
- c) revised Implementation Plans (if required);
- d) monthly project status reports; and
- e) project status meetings
  - a project review (kickoff) meeting at **Customer's** location
  - progress status meeting(s) will occur during implementation via telephone conference or at **Customer's** location; and
  - a project close-out meeting at **Customer's** location to conclude the project.
- f) **New World** consultation with other vendors or third parties.

The implementation services fees described in Exhibit AA include Project Management fees for a period up to 18 months after the receipt of **Customer's** execution of the option to upgrade as described in Exhibit C.

**2. Implementation and Training Support Hours Recommended**

It is recommended that appropriate support hours are allocated for all Licensed Standard Software listed in Exhibit A to insure successful implementation of and training on each application package. Based on the Licensed Standard Software listed on Exhibit A, up to **1,100** hours of **New World** implementation and training support services have been allocated for this project. Excess hours requested shall be billed at the Hourly Rate. Avoiding or minimizing custom or modified features will aid in keeping the support costs to the amount allocated. **Customer** agrees to reimburse **New World** for support trips canceled by **Customer** less than ten (10) days before the scheduled start date to cover **New World's** out-of-pocket costs and lost revenues. The recommended implementation and training support services include:

- a) implementation of each package of Licensed Standard Software;
- b) **Customer** training and/or assistance in testing for each package of Licensed Standard Software; and
- c) tailoring of Licensed Standard Software by **New World** technical staff and/or consultation with **New World** technical staff.
- d) Upgrade existing mobile products to Mobile 9.x:
  - Mobile Messaging and Field Reporting (Including Accidents)
  - Mapping, Routing, AVL
  - State Photo Download
  - Field Investigations
  - Mugshot Images Download

The project management, implementation and training support services provided by **New World** may be performed at **Customer's** premises and/or at **New World** national headquarters in Troy, Michigan (e.g., portions of project management are performed in Troy).

## Exhibit B / PROJECT MANAGEMENT, IMPLEMENTATION AND TRAINING SUPPORT SERVICES

### 3. Interface Installation Service

**New World** shall provide interface installation services as described in this paragraph below. These services do not include hardware and/or third party product costs which shall be **Customer's** responsibility, if required. Whenever possible, these services will be done remotely, resulting in savings in Travel Expenses and Time. If on-site installation and training is required, **Customer** will be responsible for the actual Travel Expenses and Time. The services include the following interfaces.

- a) 911 Interface
- b) On-Line CAD Interface to State/NCIC
- c) Pre-Arrival Questionnaire Interface
- d) Fire Records (Firehouse) Interface
- e) Livescan Interface
- f) State/NCIC
- g) On-Line Property Checks Interface to State/NCIC
- h) On-Line Wants & Warrants Interface to State/NCIC
- i) New World Mugshots / Imaging
- j) Geo-File Implementation
- k) Windows System Assurance

**New World's** GIS implementation services are to assist the **Customer** in preparing the New World required GIS data for use with the Licensed Aegis Software. Depending upon the Licensed Software the **Customer** at a minimum will be required to provide an accurate street centerline layer and the appropriate polygon layers needed for Unit Recommendations and Run Cards in an industry standard ESRI file format (Personal Geodatabase, File Geodatabase, Shape Files). **Customer** is responsible for having clearly defined boundaries for Police Beats, EMS Districts and Fire Quadrants. If necessary **New World** will assist **Customer** in creating the necessary polygon layers (Police Beats, EMS Districts and Fire Quadrants) for Unit Recommendations and Run Cards. **New World** is not responsible for the accuracy of or any ongoing maintenance of the GIS data used within the Licensed Aegis Software.

### 4. Hardware Quality Assurance Service

**New World** shall provide Hardware Systems Assurance of **Customer's** Aegis MSP server(s). These services do not include hardware and/or third party product costs which shall be **Customer's** responsibility, if required. Whenever possible, these services will be provided remotely, resulting in savings in travel expenses and time. If on-site installation is required, **Customer** will be responsible for the actual travel expenses and time.

- a) Hardware Quality Assurance Services Standard Environment:  
Hardware Systems Assurance and Software Installation:
  - Assist with High Level System Design/Layout
  - Validate Hardware Configuration and System Specifications
  - Validate Network Requirements, including Windows Domain
  - Physical Installation of **New World** Application Servers
  - Install Operating System and Apply Updates
  - Install SQL Server and Apply Updates
  - Install New World Applications Software and Apply Updates
  - Establish Base SQL Database Structure
  - Install Anti-Virus Software and Configure Exclusions
  - Install Automated Backup Software and Configure Backup Routines
  - Configure System for Electronic Customer Support (i.e. NetMeeting)
  - Tune System Performance Including Operating System and SQL Resources
  - Test High Availability/Disaster Recovery Scenarios (if applicable)

**Exhibit B / PROJECT MANAGEMENT, IMPLEMENTATION AND TRAINING SUPPORT SERVICES**

- Provide Basic System Administrator Training and Knowledge Transfer
- Document Installation Process and System Configuration

**5. Additional Services Available**

Other **New World** services may be required or requested for the following:

- a) additional software training;
- b) tailoring of Licensed Standard Software by **New World** technical staff and/or consultation with **New World** technical staff;
- c) **New World** consultation with other vendors or third parties;
- d) modifying the Licensed Standard Software;
- e) designing and programming Licensed Custom Software; and
- f) maintaining modified Licensed Standard Software and/or custom software.

**Customer** may request these additional services in writing using **New World's** Request For Service (RFS) procedure (or other appropriate procedures mutually agreed upon by **Customer** and **New World** and will be provided at the Hourly Rate).

**EXHIBIT C**  
**STANDARD SOFTWARE SUBSCRIPTION AGREEMENT (SSSA)**

**Exhibit C / STANDARD SOFTWARE MAINTENANCE AGREEMENT**

- f) Emergency 24-hour per day telephone support, for *Aegis* CAD only, seven (7) days per week for Licensed Standard Software. Normal service is available from 8:00 a.m. to 8:00 p.m. (Eastern Time Zone). After 8:00 p.m., the *Aegis* CAD phone support will be provided via pager and a **New World** support representative will respond to CAD service calls within 30 minutes of call initiation.
- g) Includes integration of the embedded software that is a component of the Exhibit A Licensed Standard Software.

Items a, b, and c above will be distributed to **Customer** by electronic means.

Additional support services are available as requested by **Customer** using the then-current hourly rates or applicable fees. Exhibit B of your original License Agreement has a description of support services available.

#### **4. Maintenance for Modified Licensed Standard Software and Custom Software**

**Customer is advised that if it requests or makes changes or modifications to the Licensed Standard Software, these changes or modifications (no matter who makes them) make the modified Licensed Standard Software more difficult to maintain.** If **New World** agrees to provide maintenance support for Custom Software or Licensed Standard Software modified at **Customer's** request, or for prior releases of **New World's** software, then the additional **New World** maintenance or support services provided shall be billed at the Hourly Rate.

#### **5. Billing**

- a) Subscription costs in paragraph 8 will be billed annually.
- b) One Time Costs for Implementation Fees to upgrade to *Aegis* Windows MSP will be billed as provided in **New World's** Implementation Services Agreement provided to **Customer** during the 90 day notice period defined in paragraph 2 above.

#### **6. Additions of Software to Maintenance Agreement**

Additional Licensed Standard Software licensed from **New World** will be added to the SSSA ninety (90) days after delivery. Costs for the maintenance for the additional software will be billed to **Customer** on a pro rata basis for the remainder of the maintenance year and on a full year basis thereafter.

#### **7. Requests for Software Correction on Licensed Standard Software**

At any time during the SSSA term, if **Customer** believes that the Licensed Standard Software does not conform to the warranties provided under this **Agreement**, **Customer** must notify **New World** in writing that there is a claimed defect and specify which feature and/or report it believes to be defective. Before any notice is sent to **New World**, it must be reviewed and approved by the Customer Liaison. Documented examples of the claimed defect must accompany each notice. **New World** will review the documented notice and when a feature or report does not conform to the published specifications, **New World** will provide software correction service at no charge. A non-warranty request is handled as a billable Request For Service (RFS) provided at the Hourly Rate.

The no-charge software correction service does not apply to any of the following:

- a) situations where the Licensed Standard Software has been changed by anyone other than **New World** personnel;
- b) situations where **Customer's** use or operations error causes incorrect information or reports to be generated; and
- c) requests that go beyond the scope of the specifications set forth in the current User Manuals.

**Exhibit C / STANDARD SOFTWARE MAINTENANCE AGREEMENT****8. Subscription Costs for Licensed Standard Software Packages Covered for MSP Servers Server(s)**

**New World** agrees to provide software maintenance at the costs listed below for the **New World** Licensed Standard Software packages described in Exhibit A.

**Annual Subscription Cost (10-Year Plan, Billed annually and due on January 1<sup>st</sup> of each year)**

Year 1	for period	01/01/12 – 12/31/12	\$375,000
Year 2	for period	01/01/13 – 12/31/13	\$375,000
Year 3	for period	01/01/14 – 12/31/14	\$375,000
Year 4	for period	01/01/15 – 12/31/15	\$375,000
Year 5	for period	01/01/16 – 12/31/16	\$375,000
Year 6	for period	01/01/17 – 12/31/17	\$415,000
Year 7	for period	01/01/18 – 12/31/18	\$415,000
Year 8	for period	01/01/19 – 12/31/19	\$435,000
Year 9	for period	01/01/20 – 12/31/20	\$435,000
Year 10	for period	01/01/21 – 12/31/21	\$460,000

**9. Payment Default and Termination Proceedings**

**Customer** shall endeavor to make payments from Section 8 of this SSSA within 30 days from due date, subject to considerations for budget and legislative approval cycle, which shall be documented and supplied to **New World** within 15 days of the receipt of the invoice. Documentation shall include the expected date of payment. **Customer** agrees that failure to pay within 45 days of the due date with no notice of cause or expected payment date shall result in immediate forfeiture of the license to use the Licensed Standard Software.



## EXHIBIT F

### DATA FILE CONVERSION ASSISTANCE

Upon execution of the option to upgrade as specified in Exhibit C, **New World** will provide conversion assistance to **Customer** to help convert the existing data files specified below. If additional files are identified after contract execution, estimates will be provided to **Customer** prior to **New World** beginning work on those newly identified files.

#### General

1. A data conversion analysis and assessment to verify the scope of effort for the project will be conducted. A revised cost estimate for the data conversion may be provided at the conclusion of the assessment. Customer may elect to cancel or proceed with the conversion effort based on the revised estimate.
2. This conversion effort includes data coming from one unique database or source, not multiple sources.
3. No data cleansing, consolidation of records, or editing of data will be part of the data conversion effort. Any data cleansing, removal of duplicate records, or editing must take place by **Customer** prior to providing the data to **New World**.

#### New World Responsibilities

1. **New World** will create and provide **Customer** with a conversion design document for signoff prior to beginning development work on the data conversion. No conversion programming by **New World** will commence until **Customer** approves this document.
2. **New World** will provide the data conversion programs to convert **Customer's** data from a single data source to the **New World Licensed Standard Software** for the specified files that contain 500 or more records.
3. As provided in the approved project plan for conversions, **New World** will schedule on-site trips to **Customer** location in order to conduct the following:
  - a. Conversion Analysis
  - b. Assistance for Mapping and Testing
  - c. Conversion Go-Live Implementation and Support

**Customer** will be responsible for actual Travel Expenses for these trips.

4. **New World** will provide **Customer** up to four (4) test iterations of converted data. One test iteration consists of:
  - a. Running a conversion test in the **Customer's** test environment
  - b. **Customer** reviewing a conversion test and responding in writing to **New World** (see **Customer** responsibilities paragraph 3 below)
  - c. **New World** correcting or otherwise responding to issues to issues discovered and reported by **Customer**.
  - d. **New World** conducting internal testing to verify corrections
  - e. **New World** and **Customer** planning for the next test iteration and/or the live implementation.
5. **New World** will provide warranty coverage for any conversion-related issue reported by **Customer** to **New World** within 30 days after the conversion is run in the live database.

**Exhibit F / DATA FILE CONVERSION ASSISTANCE****Customer Responsibilities**

1. Data files from Customer's current AS400 database are included in this conversion.
2. **Customer** will respond to each test iteration in writing, on a form provided by **New World**, either:
  - a. Indicating acceptance that the Data Conversion Process is ready for the final conversion, or
  - b. Indicating a list of changes that need to be applied to the Data Conversion Process for the next test iteration.

Up to four (4) test iterations are provided as part of the Data Conversion Process. After the fourth (4<sup>th</sup>) test iteration, **Customer** shall pay \$2,500 for each additional test iteration. **Customer** will promptly review each test iteration when delivered by **New World**. Prompt **Customer** review will reduce the likelihood that a need for additional test iteration(s) may arise due to an extended delay between delivery of a test iteration and its review.

3. As provided in the project plan for conversions, **Customer** will provide a dedicated resource in each application area to focus on conversion mapping and testing. This includes dedicating a support person(s) whenever **New World** staff is on site regarding conversions. Roughly a one to one ratio exists for **Customer** commitment and the **New World** commitment. **Customer** understands that thorough and timely testing of the converted data by **Customer** personnel is a key part of a successful data conversion.
4. **Customer** agrees to promptly review and signoff on both the conversion design document, and on the final conversions after appropriate review.



**Exhibit F / DATA FILE CONVERSION ASSISTANCE**

The following files will be converted from the Aegis 400 System:

**MASTER FILES**

<b>Master Names</b>			
<b>PSAADR</b>	Addresses	<b>PSINBR</b>	Jacket ID Numbers
<b>PSGADR</b>	Global Addresses	<b>PSJBUS</b>	Jacket School / Business Information
<b>PSAJCK</b>	Jacket Master	<b>PSPADR</b>	Jacket Previous Address
<b>PSALIS</b>	Alias Master	<b>PSPHON</b>	Jacket Additional Contacts
<b>PSASSC</b>	Known Associates	<b>PSSMTH</b>	Jacket Scars / Marks / Tattoos / Handicaps
<b>PSBUSN</b>	Business Additional Characteristics	<b>PLFSBJ</b>	Field Investigation Subjects (if applicable)
<b>PSCHAR</b>	Jacket Additional Characteristics	<b>FRSUBJ</b>	Fire Records Investigation Subjects (if applicable)
<b>PSCRIM</b>	Jacket Criminal Characteristics	<b>OPSUBJ</b>	Orders Of Protection Subjects (if applicable)
<b>PSFPRT</b>	Person Fingerprints		
<b>Master Property</b>			
<b>PLPROP</b>	Property	<b>PLOWNR</b>	Owner Information
<b>PSPITM</b>	Property Item	<b>PSJITM</b>	Jacket Associated Items
<b>Master Gun</b>			
<b>PSGUNS</b>	Global Guns	<b>PSJGUN</b>	Jacket Associated Guns
<b>Master Vehicles</b>			
<b>PSVHCL</b>	Vehicles	<b>PSJVHL</b>	Jacket Associated Vehicles
<b>Statutes</b>			
<b>PLCRIM</b>	Crime Codes	<b>PSSTAT</b>	Statutes

**Exhibit F / DATA FILE CONVERSION ASSISTANCE****COMPUTER AIDED DISPATCH**

<b>Calls For Service</b>			
<b>CDPLAT</b>	CAD - Plate Information	<b>PLQDSP</b>	Cleared Dispositions
<b>CDPLOG</b>	CAD - Personnel History Log	<b>PLQUIK</b>	Incidents
<b>CDULOG</b>	CAD - Unit History Log	<b>PLSPVM</b>	Suspect Vehicle
<b>PLIDSP</b>	Cleared Dispositions	<b>PSDOCI</b>	Document Processing Document Index
<b>PLINCD</b>	Incidents	<b>PSFDOC</b>	Document Processing Free Form Documents
<b>PLNADR</b>	Incident Additional Name/Address	<b>CEHIST</b>	E911 History
<b>CDHOUS</b>	CAD - House Watch		
<b>Run Cards</b>			
<b>GORCRD</b>	GEO - Run Card Master	<b>GOQUAD</b>	GEO - Quad. Exceptions
<b>GORCAM</b>	GEO - Run Card Assignments		
<b>Alarms</b>			
<b>CAAAC</b>	Alarm Account History	<b>CAINVH</b>	Alarm Invoice History
<b>CAAMST</b>	Alarms Master	<b>CASUBJ</b>	Alarms Subject
<b>CAEDIT</b>	Alarm Transaction Edits	<b>CATRAN</b>	Alarm Transaction History

<b>Incidents</b>			
<b>CDPLAT</b>	Plate Information	<b>PLSPVM</b>	Suspect Vehicle
<b>PLIDSP</b>	Cleared Dispositions	<b>PSREVU</b>	Generic Review Date Master
<b>PLINCD</b>	Incidents	<b>PLINDX</b>	Index Cards
<b>PLNADR</b>	Incident Additional Name/Address		

## Exhibit F / DATA FILE CONVERSION ASSISTANCE

## LAW ENFORCEMENT RECORDS

Cases			
<b>PLOWNR</b>	Owner Information	<b>PLEOKA</b>	Officer Killed/Assaulted file
<b>PLPDSP</b>	Property Disposition	<b>PLMISS</b>	Missing Persons
<b>PLPHST</b>	Police Case Property History	<b>PLOFNS</b>	Case Offense
<b>PLPLAB</b>	Property Lab/Evidence	<b>PLOSMO</b>	Offender/Suspect MO
<b>PLPLOC</b>	Property Location	<b>PLSHST</b>	Case Status History
<b>PLPROP</b>	Property	<b>PLSPVM</b>	Suspect Vehicle
<b>PLPTRN</b>	Property Custody Transaction	<b>PLSREL</b>	Case Subject Related Offenses
<b>PLASOC</b>	Associated Cases	<b>PLSVOR</b>	Victim Offender Relationship
<b>PLCASE</b>	Police Cases	<b>PLSVWM</b>	Case Subjects
<b>PLCSAS</b>	Officer Case Assignments	<b>PSREVU</b>	Generic Review Date Master
<b>PLSOLV</b>	Case Solvability Factors		
Arrests			
<b>BKSCHG</b>	Bookings / Courts Supplemental Charges	<b>PLACIN</b>	Arrest Court records
<b>PLAARM</b>	Adult Arrests	<b>PLJARM</b>	Juvenile Arrests
<b>PLABCF</b>	Global Charges	<b>PLSCHG</b>	Case/Arrest Supplemental Charges
Tickets			
<b>PLABCF</b>	Global Charges	<b>TKSCHG</b>	Ticket Supplemental Charges
<b>TKCORT</b>	Ticket Charges	<b>TKTCKT</b>	Ticket
<b>TKISSU</b>	Issued Tickets	<b>TKVOID</b>	Tickets Voided
<b>TKNYST</b>	New York State Ticket Supplement		
Accidents			
<b>PLACCC</b>	State Accidents	<b>SCTABE</b>	Table Entries Master (Used for reference only)
<b>PLACCM</b>	State Accident Unit	<b>PSVHCL</b>	Vehicles
<b>PLACCN</b>	State Accident Unit Names	<b>PSGADR</b>	Addresses
<b>PLACCT</b>	State Accident Tickets	<b>PLACCMNY</b>	State Accident Unit - New York (if applicable)
<b>PLACCV</b>	State Accident Vehicles	<b>PLACCVNY</b>	State Accident Vehicles - New York (if applicable)

## Exhibit F / DATA FILE CONVERSION ASSISTANCE

Field Investigations			
PLFINV	Field Investigations	PLFIAC	Field Investigations Associated Cases
PLFSBJ	Field Investigations Subjects		
Gun Permits			
PLGUNP	Gun Permits		
Gun Registrations			
PLGUNR	Gun Registrations		
Bicycle Registrations			
BYMAST	Bicycle Registration		
Contact Cards			
PSROLO	Card File Master	PSROLC	Card File Contacts
Wants and Warrants			
PSWANT	Wants and Warrants Issued	PSWCHG	Wants and Warrants Charges
Personnel Training			
PLOEDC	Officer Education		
Officer Equipment			
PLOINV	Officer Equipment Issued		
Pawn Shops			
PLOWNR	Owner Information	PLPLOC	Property Location
PLPAWN	Pawn Transactions	PLPPRP	Pawn Shop Transaction
PLPDSP	Property Disposition	PLPROP	Property
PLPHST	Police Case Property History	PLPTRN	Property Custody Transaction
PLPLAB	Property Lab/Evidence		

**Exhibit F / DATA FILE CONVERSION ASSISTANCE**

<b>Civil Papers</b>			
<b>CVNOTE</b>	Civil Papers	<b>CVSUBJ</b>	Civil Papers
<b>CVPMST</b>	Civil Papers	<b>SCTABE</b>	Table Entries Master (Used for reference only)
<b>CVSINF</b>	Civil Papers		
<b>Orders Of Protection</b>			
<b>OPMAST</b>	Orders Of Protection Master File	<b>OPLOCT</b>	Orders Of Protection Locations
<b>OPSUBJ</b>	Orders Of Protection Subjects	<b>OPUSRD</b>	Orders Of Protection User Defined
<b>Impounded Vehicles</b>			
<b>PLTOWD</b>	Impounded Vehicle Master		
<b>Narratives</b>			
<b>PSDOCI</b>	Document Processing Document Index	<b>SCTABE</b>	Table Entries Master (Used for reference only)
<b>PSFDOC</b>	Document Processing Free Form Documents	<b>SCTABM</b>	Table Master (Used for reference only)
<b>NCINTD</b>	Narcotics Intelligence	<b>PSDMST</b>	Document Processing Master
<b>PLCUSR</b>	Case User Defined	<b>OPUSRD</b>	Orders Of Protection User Defined
<b>PLFINV</b>	Field Investigations	<b>PLFSBJ</b>	Field Investigation Subjects

**Exhibit F / DATA FILE CONVERSION ASSISTANCE****CORRECTIONS**

<b>Bookings/Corrections</b>			
<b>BKBOOK</b>	Booking Master	<b>BKSUIC</b>	Bookings Suicide Watch
<b>BKCLAS</b>	Booking Classifications	<b>PLABCF</b>	Global Charges
<b>BKHLOG</b>	Booking Release History	<b>PSALOG</b>	Jailer Activity Log
<b>BKHOUS</b>	Booking Housing Assignment	<b>PSIACT</b>	Inmate Activity
<b>BKNSBJ</b>	Booking Notifications	<b>PSJTIM</b>	Booking / Courts Jail Time Sentence
<b>BKPOSS</b>	Prisoner Possessions	<b>PSDSBJ</b>	Corrections Incident Subject
<b>BKSCHG</b>	Bookings / Courts Supplemental Charges	<b>PSIACT</b>	Inmate Activity
<b>Jail Management</b>			
<b>JMACRG</b>	Additional Billing Charges	<b>JMLEDG</b>	Account Funds Ledger Master
<b>JMHLOG</b>	Housing Assignment History Log	<b>JMLEDH</b>	Account Funds Header
<b>JMHOUS</b>	Housing Assignment Log	<b>JMVSTR</b>	Visitors
<b>JMAPPT</b>	Medical/Court/Event Appointment	<b>JMAVST</b>	Approved Visitors
<b>Narratives</b>			
<b>BKCTRN</b>	Classification Question Transaction	<b>PSDOCI</b>	Document Processing Document Index
<b>BKQUES</b>	Questionnaires	<b>PSFDOC</b>	Document Processing Free Form Documents
<b>BKUSRD</b>	Booking User Defined	<b>PSIACT</b>	Inmate Activity





*New World Systems*  
The Public Sector Software Company

**APPENDIX 1**  
**AGREEMENT AND AUTHORIZATION FOR PROCUREMENT**  
**OF THIRD PARTY PRODUCTS AND SERVICES**

The attached configuration (Exhibit 1) describes the Third Party products and services that **New World** will obtain for **Customer**. By execution of the option to upgrade as specified in Exhibit C, **Customer** authorizes **New World** to order the Exhibit 1 products for delivery to:

Mr. Mike Blanchard  
City of Augusta  
530 Greene Street  
Augusta, GA 30911

The payments for Appendix 1 Services are covered under the Cost Summary and Payment Schedule in Exhibit AA.

**Customer** is responsible for the site preparation and related costs to install the Exhibit 1 Third Party products. **Customer** is responsible for any returned product charges, including re-stocking and shipping fees, for all Third Party products ordered by **New World** on the **Customer's** behalf. Travel Expenses incurred by **New World** are in addition to the Exhibit 1 cost and will be billed weekly as incurred.

The Exhibit 1 components and cost may only be changed by mutual agreement of the parties. If a change order in the configuration requires additional costs, **New World** shall notify **Customer** of the additional costs and with **Customer's** approval these costs shall be borne by **Customer**. Without such approval, the change order will not be processed.

**Customer** shall or may be required to execute selected agreements with vendors and **New World** shall not confirm the ordering of any Exhibit 1 products without **Customer's** authorized signature on said Agreements. **Customer** shall receive the benefit of all warranties, services, etc. provided for in the Agreements.

**Exhibit 1****CONFIGURATION****I. THIRD PARTY PRODUCTS AND SERVICES****THIRD PARTY SOFTWARE****a. Embedded Third Party Software**

*(includes all Third Party executable components)*

**b. GIS Software**

CAD

- CAD Workstations using ArcGIS Engine Runtime (20 workstations)

Geo-File Maintenance Software (ESRI ArcEditor)

- per workstation

**THIRD PARTY HARDWARE****c. Hardware, System Software & Services**

Lantronix UDS-1100 (1 unit)

Digital Camera for Mug Shots (1 unit)

Bar Coding Scanner Kit w/Signature Pad (2 units)

**TOTAL THIRD PARTY PRODUCTS AND SERVICES****Included****ESRI Notes**

- 1) **Customer** will restrict use of the ESRI Software to executable code (used with the Aegis Licensed Standard Software).
- 2) **Customer** will prohibit (a) transfer of the ESRI Software except for temporary transfer in the event of computer malfunction; (b) assignment, time-sharing, lend or lease, or rental of the ESRI Software or use for commercial network services or interactive cable or remote processing services; and (c) title to the ESRI Software from passing to any other party.
- 3) **Customer** will prohibit the reverse engineering, disassembly, or decompilation of the ESRI Software and prohibit duplication of the ESRI Software except for a single archival copy; reasonable Sublicensee backup copies are permitted.
- 4) **Customer** will disclaim, to the extent permitted by applicable law, ESRI's liability for any damages, or loss of any kind, whether special, direct, indirect, incidental, or consequential, arising from the use of the ESRI Software.
- 5) At the termination of their Agreement (Sublicense) with **New World**, **Customer** will certify in writing to **New World** that it has discontinued use and has destroyed or will return to **New World** all copies of the ESRI Software and documentation.
- 6) **Customer** will comply fully with all relevant export laws and regulations of the United States to assure that the ESRI Software, or any direct product thereof, is not exported, directly or indirectly, in violation of United States law.
- 7) **Customer** will prohibit the removal or obscuring of any copyright, trademark notice, or restrictive legend.
- 8) If **New World** grants a Sublicense to the United States Government, the ESRI Software shall be provided with "Restricted Rights".





## APPENDIX 2 ADDITIONAL PROVISIONS

a. Temporary suspension or delay of performance of contract.

To the extent that it does not alter the scope of this agreement, Augusta, GA may unilaterally order a temporary stopping of the work for a period of no more than thirty (30) days, or delaying of the work to be performed by New World under this agreement.

b. Defective pricing.

To the extent that the pricing provided by New World is erroneous and defective, the parties may, by agreement, correct pricing errors to reflect the intent of the parties.

c. Liquidated Damages.

Due to the special nature of this licensing agreement and the other remedies provided in this agreement, the parties agree that liquidated damages are not applicable.

d. Specified excuses for delay or non-performance.

New World is not responsible for delay in performance caused by acts of nature, strikes, lockouts, accidents, or other events beyond the control of New World. In any such event, the contract price and schedule shall be equitably adjusted.

e. Hold harmless.

**New World** agrees to indemnify and save the **Customer** harmless from and against any and all judgments, suits, costs, and expenses subject to the limits set forth in this Agreement resulting from any alleged infringement of any patent or copyright arising from the licensing of the Licensed Standard Software pursuant to this Agreement, provided that **Customer** has notified **New World** in writing of such allegation within thirty (30) days of the date upon which the **Customer** first receives notice thereof. **New World's** obligation to indemnify and save **Customer** harmless under this paragraph is void if the claim of infringement arises out of or in connection with any modification made to the Licensed Standard Software or any use of the Licensed Standard Software not specifically authorized in writing by New World.

f. Prohibition against contingent fees.

New World is prohibited from directly or indirectly advocating in exchange for compensation that is contingent in any way upon the approval of this contract or the passage, modification, or defeat of any legislative action on the part of the Augusta, Georgia Commission. New World shall not hire anyone to actively advocate in exchange for compensation that is contingent in any way upon the passage, modification, or defeat of any contract or any legislation that is to go before the Augusta, Georgia Commission.

g. Georgia Prompt Pay Act not applicable.

The terms of this agreement supersede any and all provisions of the Georgia Prompt Pay Act.

h. Acknowledgement regarding contractual obligations of Augusta, Georgia.

New World acknowledges that this contract and any changes to it by amendment, modification, change order or other similar document may have required or may require the legislative authorization of the Board of Commissioners and approval of the Mayor. Under Georgia law, New World is deemed to possess knowledge concerning Augusta, Georgia's ability to assume contractual obligations and the consequences of New Worlds' provision of goods or services to Augusta, Georgia under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that New World may be precluded from recovering payment for such unauthorized goods or services. Accordingly, New World agrees that if it provides goods or

## APPENDIX 2 / ADDITIONAL PROVISIONS

services to Augusta, Georgia under a contract that has not received proper legislative authorization or if New World provides goods or services to Augusta, Georgia in excess of the any contractually authorized goods or services, as required by Augusta, Georgia's Charter and Code, Augusta, Georgia may withhold payment for any unauthorized goods or services provided by New World. New World assumes all risk of non-payment for the provision of any unauthorized goods or services to Augusta, Georgia, and it waives all claims to payment or to other remedies for the provision of any unauthorized goods or services to Augusta, Georgia, however characterized, including, without limitation, all remedies at law or equity." This acknowledgement shall be a mandatory provision in all Augusta, Georgia contracts for goods and services, except revenue producing contracts.

### i. Georgia E-Verify Requirements.

All contractors and subcontractors entering into contracts with Augusta, Georgia for the physical performance of services shall be required to execute an Affidavit verifying its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with Augusta, Georgia has registered with and is participating in a federal work authorization program. New World agrees to provide their *E-Verify number* and to be in compliance with the electronic verification of work authorized programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91 and shall continue to use the federal authorization program throughout the contract term. Additionally, New World agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to its contract with Augusta, Georgia New World will secure from such subcontractor(s) each subcontractor's *E-Verify number* as evidence of verification of compliance with O.C.G.A. § 13-10-91 on the subcontractor affidavit provided in Rule 300-10-01-.08 or a substantially similar form. New World agrees to maintain records of such compliance and provide a copy of each such verification to Augusta, Georgia at the time the subcontractor(s) is retained to perform such physical services.

### j. Right to inspect premises.

Augusta, Georgia may, at reasonable times, inspect the part of the plant, place of business, or work site of New World or any subcontractor of New World or subunit thereof which is pertinent to the performance of any contract awarded or to be awarded by Augusta, Georgia.

### k. Local Small Business Language:

In accordance with Chapter 10B of the AUGUSTA, GA. CODE, New World agrees to collect and maintain all records necessary to for Augusta, Georgia to evaluate the effectiveness of its Local Small Business Opportunity Program and to make such records available to Augusta, Georgia. The requirements of the Local Small Business Opportunity Program can be found at [www.augustaga.gov](http://www.augustaga.gov). In accordance with AUGUSTA, GA. CODE § 1-10-129(d)(7), the contractor is required to provide local small business utilization reports. New World shall report to Augusta, Georgia the total dollars paid to each local small business on each contract, and shall provide such payment affidavits, regarding payment to subcontractors as may be requested by Augusta, Georgia. Such documents shall be in the format specified by the Director of minority and small business opportunities, and shall be submitted at such times as required by Augusta, Georgia. Failure to provide such reports within the time period specified by Augusta, Georgia shall entitle Augusta, Georgia to exercise any of the remedies set forth, including but not limited to, withholding payment.



**Public Safety Committee Meeting**  
**7/8/2013 12:45 PM**  
**Update Downtown Safety Plan**

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<b>Department:</b>	Planning and Development
<b>Caption:</b>	Motion to approve the Updated Downtown Safety Plan consisting of a wide variety of components that will be explained by Sheriff Roundtree.
<b>Background:</b>	Recent events in the downtown area have led Sheriff Roundtree and the City Administrator to put together a comprehensive plan to increase safety through a variety of measures.
<b>Analysis:</b>	The Sheriff and Administrator's Downtown Safety Plan will greatly bolster safety and the positive perception of Augusta's downtown as a family friendly destination. The plan will be presented to the Commission and incorporates best practices from around the country.
<b>Financial Impact:</b>	The financial impact is dependent on several factors that are still being finalized. By the date of the Public Safety Committee meeting those figures should be more evident.
<b>Alternatives:</b>	N/A
<b>Recommendation:</b>	Approve the Updated Downtown Safety Plan
<b>Funds are Available in the Following Accounts:</b>	

**REVIEWED AND APPROVED BY:**

**Finance.**  
**Law.**  
**Administrator.**  
**Clerk of Commission**